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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa in the Province of Ontario, this 30th day of June in the year 2011.

BETWEEN:

THE NATIONAL ARTS CENTRE CORPORATION

having its head office and business offices in the City of Ottawa, Province of Ontario, Canada

-and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

FOR THE • Property Management, Parking Services, and Security Officers Group.

ARTICLE 1 - THE PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Corporation, the employees and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health to the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of services rendered by the Corporation and to increase the productivity of the employees to the end that the people of Canada will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 The parties to this Collective Agreement are subject to the provisions of the Canada Labour Code.

ARTICLE 2 - INTERPRETATION AND DEFINITIONS'

Group A Employees: includes all Property Management employees and Parking Services employees formerly the Property Management and Parking Services bargaining unit described in the certificate issued by the Canada Labour Relations

Board on the 23rd of November 1983 ~~as~~: “all employees of the Property Management Department and Parking Services, excluding office staff, Draftspersons, Supervisor General Maintenance Services, Property Management Foreman, Project Coordinator, Evening Manager Parking Services, Night Manager Parking Services. Assistant and Assistant to Property Management Director, and those above?.

Group B Employees :includes all Security employees formerly the Security Officers bargaining unit described in the certificate issued by the Canada Labour Relations Board on the 14th day of December 1972, and amended by the parties on September 1, 1981, and further amended on November 28th, 1984 ~~as~~ “A unit of employees of the National Arts Centre, Ottawa, Ontario, classified as Security Officers, excluding Director of Security and Assistant to the Director of Security”.

2.01 For the purpose of this Agreement:

- a) “Alliance” means the Public Service Alliance of Canada:
- b) “Bargaining unit” means the employees of the employer as described in Article 4:
- c) “Common-Law spouse/partner” relationship is said to exist when, for a continuous period of at least one year, ~~an~~ employee has lived with a person of the same or opposite ~~sex~~, publicly represented that person to be his/her spouse/partner ~~and~~ continues to live with that person as if that person was his/her spouse/partner;
- d) **Applicable to Group A Employees:** “Compensatory leave” means leave with pay in lieu of cash payment. The duration of such leave will be equal to the time worked multiplied by the applicable rate of pay. ~~The~~ rate of pay to which an employee is entitled during such leave shall be the employee’s hourly rate of pay on the working day immediately prior to the day on which leave is taken;
- e)
 - i) **Applicable to Group A Employees:**
A “continuing employee” means an employee engaged for an indefinite period of time which is expected to extend beyond a period of six (6) months;
 - ii) **Applicable to Group B Employees:**

A “continuing full-time employee” means an employee engaged on a full-time basis for ~~an~~ indefinite period of time.

- f) “Continuous service” (for the purpose of computing Superannuation, Severance Pay) includes prior service with the Federal Public Service, Canadian Armed Forces, Crown Corporations and Agencies (provided such service was rendered within one month prior to appointment with the Corporation), service with the Corporation, including leave of absence ~~with~~ pay, and unpaid leave not exceeding thirty (30) days;
- g) “Corporation” means the National ~~Arts~~ Centre Corporation;
- h) **Applicable to Group A Employees:** “Daily rate of pay” means an employee’s weekly rate of pay divided by five **(5)**;
- i) “Day of rest” in relation to ~~an~~ employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform job duties other than by reason of being on leave or absent from duty without permission;
- j) “Designated paid holiday” means the twenty-four hour period commencing at 00:01 hrs of a day designated as a paid holiday in this Agreement;
- k) “Double time” means two (2) times the straight-time rate;
- l) “Emergency” means a sudden state of danger, or a condition needing immediate treatment;
- m) “Employee” means a person who is a member of the bargaining **unit**;
- n) “Employer” means the National ~~Arts~~ Centre Corporation **and** includes any person delegated to ~~exercise~~ the authority of the National ~~Arts~~ Centre Corporation;
- o) “Fiscal year” means the period of time from September 1st in one year to August **31** inclusive in the following year;
- p) “Hourly rate of pay” for a Property Management employee means the ~~weekly~~ rate of pay divided by forty;

- q) “Lay-off” means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- r) “Leave” means an authorized absence ~~from~~ work pursuant to the terms of the Collective Agreement;
- s) “part-time employee”:
 - i) Applicable **to** Group A Employees:
“Part-time employee” means an employee who is scheduled to work on a regular basis fewer hours than a full-time employee;
 - ii) Applicable **to** Group **B** Employees:
“continuing part-time employee” means an employee who is normally scheduled to work one or ~~two~~ part-time shifts on **a** regular basis and who may work extra shifts to replace continuing full-time employees or may work minimum four **(4)** hour calls.
- t) “Service” (for purposes of Article 20 – Vacation Leave) includes :prior service with the Federal Public Service, Canadian Armed Forces, Crown Corporations or Agencies, service at the Corporation. including leave of absence with pay and unpaid leave not exceeding thirty (30) days, subject to provision of acceptable documentary evidence;
- u) “Straight-time rate” means the hourly rate of pay as specified in Appendix **A**;
- v) “temporary employee” means **an** employee who is engaged for a limited period not to exceed six (6) months ~~unless~~ to replace an employee on long-term leave of absence or unless an extension has been agreed to between the Employer and ~~the~~ Alliance.

Applicable **to** Group **A** Employees: **A** temporary employee shall receive the same benefits **as** a part-time employee, except on completion of a six month engagement of full-time employment; the temporary employee that continues to work on **a** full-time basis shall receive benefits **as** described in Articles 20, 21, 22.01 and 32. No work in the bargaining unit shall be performed by an employee on **an** occasional basis.

- w) 'Time and one-half' means one and one-half (1½) times the straight-time rate;
- x) **"Ward"** means a person who is without full legal capacity or is otherwise incapable of managing his/her **own** affairs and whose person, property or rights ~~are~~ under the protection of another person known ~~as a~~ **as a** guardian.
- y) "weekly rate of pay" for a Property Management employee means the hourly rate of pay multiplied by 40 or the annual rate of pay divided by **52.176**.

ARTICLE 3 – APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.
- 3.02 Both the English and French version of this Agreement shall be official.
- 3.03
 - i) The Employer agrees to provide each employee with a copy of the Collective Agreement in the official language of his/her choice within ten (10) weeks of the signing of the Agreement.
 - ii) The Employer agrees to provide to ~~Local 70291~~ **ten (10)** additional hard copies in both official languages and the French ~~and~~ English electronic version of the Collective Agreement within ten (10) weeks of the signing of the Agreement.
 - iii) The Employer agrees to provide to new employees a copy of the Collective Agreement in the official language of their choice within the first working week of their employment.
 - iv) The Employer agrees to provide to the Alliance twenty (20) additional hard ~~copies~~ in both official languages ~~and~~ the French ~~and~~ English electronic version of the Collective Agreement within ten (10) weeks of the signing of the Agreement.

3.04 Bargaining Unit Work

a) **Applicable to Group A Employees:**

- i) No person shall perform duties normally done on a regular basis by an employee of the bargaining unit.
- ii) Managers shall not perform jobs in the bargaining unit except in case of an emergency or for the purpose of training an employee.

b) **Applicable to Group B Employees:**

The Employer agrees to employ continuing, part-time and temporary employees to handle its normal security and policing duties. In the event of special occasions, or emergencies, the Employer has the right to hire on a provisional basis other personnel to whom this agreement will not apply, provided that such hiring is only to satisfy the needs of such special occasions or emergencies, and shall not cause a reduction in hours or lay-off of any of the employees covered by this Agreement.

ARTICLE 4 – RECOGNITION

4.01 All general correspondence between the parties, except for matters directly related to negotiations, shall be between the Employer and the President of the National Component Local No. 70291.

4.02 Applicable to Group A Employees:

The Employer recognizes the Alliance ~~as~~ the sole and exclusive bargaining agent for a group of employees described in the certificate issued by the Canada Labour Relations Board on the 23rd of November 1983, ~~as~~: “all employees of the Property Management Department and Parking Services, excluding office staff, drafts persons, Supervisor General Maintenance Services, Property Management Foreman, Project Coordinator, Evening Manager Parking Services, Night Manager Parking Services, Assistant and Assistant to Property Management Director. and those above”;

4.03 Applicable to Group B Employees:

The Employer recognizes the Alliance as the sole and exclusive bargaining

agent for a group of employees described in the certificate issued by the Canada Labour Relations Board on the 14th day of December, 1972, and amended by the parties on September 1, 1981, and further amended on 28 November, 1984 as : “A unit of employees of the National Arts Centre, Ottawa, Ontario, classified as Security Officers, excluding Director of Security and Assistant to the Director of Security.”

ARTICLE 5 • ALLIANCE ACTIVITY, STEWARDS AND COMMITTEE

- 5.01 It is agreed that there shall be no discrimination by the Corporation against any employees because of their affiliation with the Alliance. It is further agreed that there shall be no solicitation of members or other Alliance activity during working hours except as provided in this Agreement or by prior consent of the employer.
- 5.02 The Employer may, at its discretion and upon receipt of a written request, provide the employees with a meeting space for matters directly relating to their employment.
- 5.03 a) The Employer agrees to provide Local No. 70291 with a local on its premises in a convenient location.
- b) The Employer agrees to introduce newly hired employees who are members of the bargaining unit to the President of Local 70291 or his/her alternate as soon as possible after the hiring date. The Employer will introduce during the life of the collective agreement an orientation program for new employees. The Employer will engage in meaningful consultation with the Alliance concerning its participation and involvement in the program.
- 5.04 The Alliance shall designate stewards, from each of the General Maintenance, General Trades, Parking Services and Security Officers, to assist in processing grievances as outlined under the Grievance Procedure, and to otherwise represent the Alliance.
- 5.05 a) The Corporation shall recognize a bargaining committee of not more than six (6) persons, not more than two (2) of whom shall be representatives from the Alliance's office and not more than four (4) of whom shall be employees (one (1) from General Maintenance, one (1) from General Trades, one (1) from Parking

Services, and one (1) from Security Officers).

- b) The Alliance shall recognize a bargaining committee of not more than six (6) Corporation representatives.
- c) Each side may have consultants and observers present during bargaining.
- d) **The** employees involved shall participate on their own time and compensation for such time may be granted at the discretion of the Employer.

5.06 The Corporation shall be notified on the signing of the Agreement and subsequently every three (3) months in writing by the proper officials of the Alliance of the names of the Executive, the stewards, and the designated alternate stewards. **The** Alliance shall notify the Corporation of the members of the bargaining committee upon giving notice to bargain.

5.07 If it is necessary to leave their place of work to investigate complaints of an urgent nature or to attend meetings, or grievance hearings with the Employer to represent the Alliance. Local elected officials shall obtain the permission of their director, or such person **as** the director has designated, before leaving and report back upon returning. The Corporation **agrees** to allow reasonable time for such purpose.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 All the functions, rights, powers and authorities which the Corporation has not specifically abridged, deleted or modified by this Agreement are recognized by the Alliance as being retained by the Corporation.

6.02 The Alliance recognizes that the management of the National **Arts** Centre, the control of its properties and, the maintenance of order on its premises, are solely the responsibility of the Centre.

6.03 The Corporation shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall those rights be used in a manner which would deprive present employees of their employment, unless through **just** cause.

6.04 There shall be no organized Alliance activity on Corporation premises without the written authority of the responsible Director of Human

Resources. Such permission shall not be unreasonably denied.

ARTICLE 7 - CHECK-OFF

- 7.01** All employees within the bargaining unit shall be required to pay to the Alliance, through payroll deduction, a ~~sum~~ of money equivalent to the membership dues of the Union. The foregoing will not apply to employees who satisfy the Employer to the extent that they declare in an affidavit that they are members of a religious organization whose doctrine prevents them. ~~as~~ as a matter of conscience. from making financial contributions to an employee organization and they will make contributions to a charitable organization equal to dues, provided that the affidavit submitted by the employee identifies the religious organization and the affidavit is countersigned by an official representative of the religious organization involved.
- 7.02** The Corporation shall remit monthly to the Alliance the sums deducted in accordance with Article 7.01 and two (2) copies of a written statement showing the names of the employees from whom the deductions were made and the amount of each deduction, plus the Alliance membership number.
- 7.03** A form authorizing the Corporation to deduct Alliance dues from wages will be signed by all employees. A copy of each signed form will be forwarded to the Alliance on the following deduction date. A copy of said form is attached as Appendix "B".
- 7.04** All employees of the Employer. ~~as~~ as a condition of continued employment. shall become and remain members in good standing of ~~the~~ the Alliance according to the Constitution and ~~By~~ By Laws of the Alliance and shall be ~~so~~ informed by the Employer upon commencement of employment.

ARTICLE 8 • NO CESSATION OF WORK

- 8.01** Applicable ~~to~~ Group A Employees: In view of the orderly procedure for the settlement of complaints and grievances as established herein, the Employer shall not close the place of employment, suspend work or refuse to continue to employ a number of employees in order to compel its employees or to aid another employer to compel its employees to agree to ~~terms~~ terms and conditions of employment and the Alliance agrees that there shall be no cessation of work or refusal to work or continue to work by the employees in combination or in concert or in accordance with a common understanding ~~nor shall there be~~ any slow down of work or other concerted

activity on the part of the employees in relation to their work that is designed to restrict or limit output during the period in which this Agreement is in force.

- 8.02** **Applicable to Group B** Employees: In view of the orderly procedure for the settlement of complaints, and grievances as established herein, there shall be no lock-out by the Corporation and no strike, sit-down, slowdown, stoppage of work, or any act of a similar nature which would interfere with the efficient security operation of the Corporation by the Alliance, its officers, agents, and the employees during the period in which this Agreement is in force.

ARTICLE 9 - GRIEVANCE PROCEDURE

General

- 9.01** A grievance shall not be deemed to be invalid by reason only that it is not in accordance with the bilingual form supplied by the Employer.
- 9.02**
- a) The time limits presented in this Article may ~~be~~ extended by mutual consent of the parties. Such requests and responses shall be confirmed in writing.
 - b) Any grievance, for which a written response has not been given by the Employer within the time limits, may be processed in writing to the next stage, within the time limits stipulated for filing to the next stage.
- 9.03** A grievance may be presented by employees on their **own** behalf or on behalf of themselves and one or more other employees.
- 9.04**
- a) All grievances shall be submitted to the Senior Director, Operations or designates, at each stage of the grievance procedure. The Senior Director, Operations shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with grievances **as well as** for providing the grievor and the Steward, if applicable, with a dated and signed copy of the grievance.
 - b) The designated Manager shall be responsible for forwarding the grievance **to** the appropriate Employer's representative authorized to deal with the grievance as well as for providing the grievor, the Local President and the Steward, if applicable, with a dated.

numbered and signed **copy of** the grievance.

9.05 For the purpose of this Article, days shall exclude Saturdays, Sundays and designated holidays.

Grievances

- 9.06 a) The parties recognize the value of informal discussions between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When **an** employee, within the time limits prescribed in stage 1, gives notice that **he/she** wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count **as** elapsed time for the purpose of grievance time limits.
- b) Employees who feel themselves to be aggrieved by the interpretation of alleged violation of the provisions of this Agreement, shall have the right **to** present a formal written grievance in keeping with the following procedure:

Complaints

Employees shall have the right to discuss with and settle through the Supervisor concerned any complaints they may have.

Stage 1

Employees will have fifteen (15) days in which to submit a grievance from the day on which they first became aware of the action **or** circumstances giving rise to the grievance.

Employees shall state the precise nature of the grievance, the **Article(s)** of the Collective Agreement of which the interpretation is 'in dispute or which is alleged to have been violated, and the redress sought. The Parking Services Director, or designate shall **be** the Employer's representative authorized to deal **with** Parking Services grievances at Stage 1. **The** Director of Property Management or designate, shall be the Employer's representative authorized to deal with General Trades and **General** Maintenance grievances at Stage 1. The Security Officers Director, or designate, shall be the Employer's representative authorized to deal with Security Officers' grievances at Stage 1. The designate Director shall forward a written reply to the grievance by hand or by registered

mail, with a copy to the Steward, the President of the Local and the National Component of the Alliance within ten (10) days of the receipt of the grievance.

The designated Director may request to the grievor that a meeting take place to discuss the grievance. In such cases a meeting shall be scheduled within a period of ten (10) days of the receipt of the grievance. The time limits for the reply will commence on the day that the meeting is held. Employees may, if they so desire, be assisted or represented by the Alliance.

Stage 2

Failing a satisfactory settlement at Stage 1, employees will have twelve (12) days in which to submit grievances to Stage 2 from the date on which the reply at Stage 1 was delivered or postmarked by registered mail or was due, provided that the support of and representation by the Alliance has been obtained. The President and CEO, or designate, shall be the Employer's representative authorized to deal with grievances at Stage 2.

The President and CEO, or designate, shall schedule a hearing within the prescribed time limits, and the hearing shall be scheduled within a period of nine (9) days following receipt of the submission to Stage 2. The time limits for the written reply at Stage 2 will only commence from the day that the hearing is held. The President and CEO or designate shall forward a written reply, by hand or by registered mail, with a copy to the Steward, the President of the Local and the National Component of the Alliance, within nine (9) days of the hearing at Stage 2.

9.07 Where the Corporation discharges an employee, the grievance procedure set forth in Clause 9.06 applies except that:

- a) Presentation of the grievance shall begin at Stage 2, and within fifteen (15) days from the date of discharge.
- b) The nine (9) days time limit within which the President and CEO, or designate, is to reply is extended to fifteen (15) days.

- ~~7.06~~ The requirement for a hearing may be waived by mutual consent of the parties and in such a case the time limit for the reply of the representative of the Employer authorized to deal with a grievance at that step shall commence on the date the hearing was waived in writing.
- 9.09 Where the parties agree that the nature of a grievance is such that a decision cannot be given below a particular level of authority, Stage 1 may be eliminated.

ARTICLE 10 – ARBITRATION

- 10.01 Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance or the Corporation may, after exhausting the grievance procedure established in Article 9, notify the other party in writing of its intention to refer the matter to arbitration, within thirty (30) days of the date on which the President and ~~CEO's~~ reply at Stage 2 postmarked by registered mail to the employee or ~~was~~ due to the employee. Such notification shall contain details of the matter at issue, the specific Articles violated, if applicable, and the redress requested.
- 10.02 Within ten (10) days of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.
- 10.03 Should the parties fail to agree on the selection of an Arbitrator within the ten (10) days prescribed in Clause 10.02, the party requesting arbitration shall ask the Minister of Labour to appoint one.
- 10.04 The Arbitrator shall hear and determine the difference and shall make every reasonable effort to issue a decision within thirty (30) days of appointment. The decision shall be final and binding upon the parties and any employee affected by it.
- 10.05 The Arbitrator shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of ~~this~~ Agreement.
- 10.06 The fee and expenses of an Arbitrator shall be borne equally by the parties.
- 10.07 The time limits stipulated in this Article may be extended by mutual consent of the parties.
- 10.08 For the purpose of this Article days shall exclude Saturdays, Sundays and

designated holidays.

ARTICLE 11 • DISCIPLINE

11.01 The parties to this Agreement subscribe to the principles of progressive discipline as follows:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Dismissal.

11.02 The Corporation at its discretion may discipline an employee for **just** cause.

11.03 Except in the case of an oral reprimand, the Corporation shall provide employees with a written record of any disciplinary action taken by the Corporation against them and such written record shall include the **reason(s)** for disciplinary action. A copy of the letter shall **be** provided to the Local President and the designated Steward.

11.04 When employees **are** required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer. the employees are **entitled** to have, at their request, a representative of the Alliance attend the meeting.

11.05 Applicable **to** Group A Employees:

- a) Any document or written statement related **to** disciplinary action, which may have been placed on ~~the~~ personnel file of an employee **shall** be destroyed after eighteen (**18**) months have elapsed since the disciplinary action **was** taken provided no further disciplinary action has been recorded during **this** period.
- b) The Employer agrees not to introduce in evidence, in a hearing relating **to** disciplinary action, any document ~~from~~ the file of an employee of which the employee was not **aware** at the time of filing or within a reasonable **time** later and which the employee has not had the opportunity to examine before the **hearing**.

11.06 Applicable **to** Group **B** Employees:

When **an** unsatisfactory report is placed on **an** employee's file. the employee

concerned must be given an opportunity to sign the report in question to indicate that its contents have been read. Reports relating to an offence which appears in the file of an employee will be removed from the employee's file and destroyed after a period of eighteen (18) months from the date of the offence. The incidents giving rise to the said reports shall in no way be referred to or considered thereafter.

ARTICLE 12 • LAY-OFF AND RECALL

12.01 Applicable to Group A Employees:

- a) The Corporation shall make every reasonable effort not to lay-off employees during the term of this Agreement. However, in the event that a lay-off of employees becomes necessary, the lay-off shall be carried out in such a manner as to maintain an efficient work force.
- b) Employees shall be laid-off in the reverse order of seniority within a work discipline area provided that the employees retained to perform the work available are qualified and capable to perform that work.
- c) Recall after lay-off shall be in order of seniority within a work discipline area provided the employee to be recalled is qualified and capable to perform the work available.
- d) The Corporation shall give employees who are to be laid-off as much advance notice as possible and in no case less than six (6) weeks or payment in lieu of six (6) weeks' notice.
- e) During the period of notice, employees shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employees in other positions within the Corporation.
- f) Employees concerned shall be considered on a priority basis, for any new or vacant positions, if qualified.
- g) If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to be an employee.
- h) The Corporation agrees to consult with the Alliance before

effecting a lay-off for the purposes of trying to minimize the adverse effects on employees.

12.02 Applicable to Group B Employees:

- a) In the event that a lay-off of employees becomes necessary, the lay-off shall be ~~carried~~ out in such a manner as to maintain an efficient work force. Employees shall be laid-off in the reverse order of their seniority in Group B, provided that the employees retained to perform the ~~work~~ available during a lay-off shall be the employees ~~who are~~ competent and willing to perform the work required. When competence and willingness are equal in the judgement of the Corporation, seniority in Group B shall govern.
- b) Recall after lay-off shall be in order of seniority in Group B.
- c) The Corporation undertakes to give continuing employees who are to be laid off ~~as much~~ advance notice as possible and in ~~no case less than one (1) month.~~
- d) During the period of notice the employee shall be granted reasonable time ~~off~~ with pay to seek other employment and the Corporation will make all reasonable effort to place the employee in other positions within the Corporation.
- e) Article 12.02 d) shall not apply in the case of temporary lay-offs ~~of~~ three (3) months or less.

12.03 Minimum Staffing - Applicable to Group A Employees :

- a) The Employer agrees during the life of the collective agreement to maintain ~~a~~ minimum service level to ensure the safety ~~of~~ the NAC. This minimum service level shall include all full-time continuing employees with thirteen (13) years of service upon settlement. In addition, the Centre guarantees all full time continuing employees with ten ~~(10)~~ years of service upon settlement, a minimum lay off notice of four ~~(4)~~ months or payment in lieu of four ~~(4)~~ months notice.
- b) These shall be continuing full-time employees on strength ~~as~~ of the signing of the collective agreement. Any members of Group A

beyond these levels who are laid off. shall be subject to the lay off and recall provisions in Article 12.01.

- c) Should the Centre implement the above minimal staffing levels, and in the spirit of preserving full time employment, the parties will mutually determine and agree upon work schedules that meet the operational and safety needs of the Centre.
- d) The above provisions may not be applied under circumstances whereby the employer is not able to operate the centre due to "force majeure" or a labour dispute with a duration over six (6) months.

12.04 Minimum Staffing – Applicable to Group B Employees –see Article 15.03 b) of this Collective Agreement

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.01 Applicable to Group A Employees:

"Technological change" means :

- a) the introduction by the Corporation into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business; and
- b) a change in the manner in which the Corporation carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- c) When the Corporation proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Corporation shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the change is to be effected.
- d) The notice shall be in writing and shall state:
 - i) the nature of the technological change;

- ii) the date on which the Corporation proposes to effect the technological change;
 - iii) the approximate number and type of employees likely to be affected by the technological change;
 - iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected: **and**
 - v) such other information **as** required by federal regulations made pursuant to Subsection 52(3) of the Canada Labour Code.
- e) The Corporation agrees to update the information provided **as** new and significant developments and modifications arise.
- f) If after the Corporation has given notice to the Alliance of a technological change ~~the~~ Alliance indicates **in** writing that it wishes to consult with the Corporation for the purpose of trying to minimize the adverse effects on the employees, the Corporation agrees to meet within fifteen **(15)** working days of the receipt of such notice.
- g)
 - i) in order to maximize employment security for employees affected by technological change the Corporation agrees to consult with the Public Service Alliance of Canada and the employees involved.
 - ii) The parties shall consider individual programmes, determining the period of training and the level of competency required, for retraining employees for their jobs or other jobs within the Corporation.
 - iii) Employees who agree **to a** retraining programme shall retain their full pay and seniority during the retraining period.

13.02 Applicable to Group B Employees: The provision of the Canada Labour Code apply **to** Group B employees.

ARTICLE 14 –SENIORITY.

14.01 Applicable to Group A Employees:

- a) Full-time continuing employees shall acquire or be entitled to exercise seniority rights from commencement of employment at the Corporation as a full-time employée.
- b) Part-time employees shall acquire or be entitled to exercise seniority rights after they have worked two hundred (200) hours for the Corporation after which seniority shall count from the starting date of such period.
- c) Full-time continuing employees who are appointed to the Corporation or who are promoted within Group A shall be on probation for a period of:
 - i) six (6) months if the appointment or promotion is to a classification requiring shift work in the Property Management Section.
 - ii) three (3) months for all other appointments or promotions. The Corporation may extend the probationary period for an additional one month period.
- d) Employees who are appointed or promoted to part-time positions within Group A shall be on probation for a period of two hundred (200) hours. The Corporation may extend this probation period by an additional one hundred (100) hours.

Part-time employees who have completed probation and who are appointed to a full-time position with the same job title shall not be required to complete a second probation period.

- e) If, after being appointed to a position by the Employer, promoted as a result of a competition or having requested a position at a lower level, employees are rejected during the probation period, they shall be returned to their original position.

- f) Seniority rights of an employee shall cease when the employee :
- i) resigns;
 - ii) is discharged and not reinstated in his/her position through the grievance or arbitration procedures;
 - iii) abandons his/her position ~~as~~ set out in Article 26;
 - iv) is laid-off ~~and~~ not recalled within a twelve (12) month period;
 - v) is called back to work within twelve **(12)** months, but fails to report to work within five **(5)** calendar days of the date of recall, which will be confirmed in writing and given to the employee concerned in the prescribed delay.
- g) The employee retains and accumulates seniority rights if :
- i) ~~he/she~~ is absent due to illness or accident for a period less ~~than~~ twenty-four (24) months;
 - ii) ~~he/she~~ is absent or on leave authorized by the present Collective Agreement.
- h) The employee retains but does not accumulate seniority rights ;
- i) during the laid-off period, if ~~he/she~~ is recalled to work within twelve (12) months;
 - ii) during the period ~~starting~~ the twenty-fifth **(25th)** month of ~~an~~ absence due to illness or accident. However, an employee who ~~returns~~ to work after the twenty-fourth **(24th)** month of absence due to illness or accident. can return only to a vacant position for which ~~he/she~~ has the required competence and if ~~he/she~~ is capable ~~to~~ accomplish the duties of that position.
- i) i) The Employer shall maintain seniority lists showing the date upon which each employee's service commenced at the Corporation. Up-to-date seniority lists shall be sent to the Alliance and posted on the General ~~Trades~~, General Maintenance, and Parking Services bulletin boards once per year.

- ii) Where **two** employees commence their employment on the same date, seniority shall be determined by the date upon which each signed their offer of employment. Where more **than** one employee signs their letter of offer on the same day, seniority shall be determined by alphabetical order of the employee's surname.

14.02 Applicable **to** Group B Employees:

- a) In this Agreement, seniority **is** based upon length of service as a continuing full-time employee within Group B and shall be used in determining preference or priority for promotions, lay-offs, recalls, **shift** work and vacation periods within Group B.
- b) Continuing full-time employees hired into Group B are considered to be probationary employees for the first ninety (90) days. This initial probationary period may be extended by thirty (30) days. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period. An employee, during his/her initial probationary period, does not have access to the grievance and arbitration procedures contained in this Agreement.
- c) Notwithstanding Clause 14.02 a), in Group B, a continuing part-time employee shall acquire or be entitled to exercise seniority **rights** for purposes of determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods, after he/she has completed his/her probationary period (or extended probationary period). Seniority shall count from the first day worked.
- d) The first two hundred and fifty (**250**) hours shall be considered the probationary period during which a continuing part-time employee does not have access to the grievance and arbitration procedures contained in the Agreement, and may be discharged by the Corporation at its discretion. This probationary period may be extended by an additional one hundred (100) hours at the discretion of the Employer.

Part-time employees who have completed probation and who are appointed to a full-time position with the same job title shall not be required to complete a second probation period.

- e) All seniority rights of **an** employee shall cease only for any of the following reasons :
- i) **He/She** resigns;
 - ii) **He/She** is discharged and not reinstated through the Grievance or Arbitration Procedures;
 - iii) **He/She** fails to return from authorized leave unless such failure to return is proven to the satisfaction of the **Employer** to have been due to causes beyond the employee's control;
 - iv) **He/She** fails to report for work after a lay-off within ten (10) calendar days of the date **on** which the notice of recall was postmarked unless such failure is proven to be due **to** causes beyond the employee's control. The notice will be sent by registered mail to the last address of the employee of which the Employer has record. An employee is responsible for advising the Employer in writing **of** any change of address at all times.
 - v) **He/She** is laid off for a period longer than three (3) consecutive months;
 - vi) **He/She** retires;
 - vii) **He/She** attains the regulatory retirement age specified by Canada Pension **Plan** or the Québec Pension Plan, whichever is applicable **to** the individual.
 - viii) If **he/she** is absent due to illness or accident (at work or not) for a period of twenty-four (**24**) months or more with the exception of part-time employees, in which case this period is for **six** (6) months. However, an employee who returns to work after the twenty-fourth (**24th**) month, or after the twelfth (**12th**) month in the case of part-time employees with five (**5**) years or more of seniority, of absence due to illness or accident, **can return** to a vacant position only for which **he/she** has the required competence and if **he/she** is capable to accomplish the duties of that position.

- f) Seniority ceases to accumulate during the period an employee is laid-off.
- g)
 - i) The Employer shall maintain a seniority list showing that date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Alliance and posted on the bulletin board at Stagedoor in January of each year.
 - ii) Where two employees commence their employment on the same date, seniority shall be determined by the date upon which each signed their offer of employment. Where more than one employee signs their letter of offer on the same day, seniority shall be determined by alphabetical order of the employee's surname.

ARTICLE 15 – HOURS OF WORK

15.01 For the purposes of this Article :

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hrs;
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hrs Sunday and ending at 24:00 hrs the following Saturday.

15.02 Applicable to Group A Employees:

A) Rest Periods and Meal Breaks

- a) Full-time employees shall be granted a paid rest break of fifteen (15) consecutive minutes in each of the first and the second halves of a shift. Where necessary due to operational requirements, employees will take their breaks at their work station. Every reasonable effort will be made to provide the rest break close to the mid-point of the half-shift.
- b) Employees shall be allowed a minimum of one-half (1/2) hour without pay for a lunch break except that employees who are required to remain on the Corporation's premises and to be readily

available for work during their lunch break shall receive a paid lunch break of at least thirty (30) minutes.

- c) The Employer shall make every reasonable effort to schedule meal periods towards the mid-point of the shift.
- d) Rest periods and meal breaks which are superseded by a meeting called by the Employer shall be taken prior to or after the meeting.
- e) Part-time employees will be entitled to a paid fifteen **(15)** minute rest break for every four **(4)** consecutive hours of work.

B) Scheduling

- a) ~~With~~ the exception of 15.02 B) b) and 15.02 C) (2) c) (iii), the Employer shall make every reasonable effort not to schedule the commencement of a shift within fifteen and one-half (15½) hours of the completion of the employee's previous shift.
- b) Employees who are working twelve **(12)** hour shifts may be scheduled to start such a shift not less than twelve **(12)** hours after the completion of the employee's previous shift.
- c) No eight **(8)** hour shift shall be spread over a period that is longer than eight and one half **(8½)** hours.
- d) Employees may exchange shifts within their classification if there is no increase in ~~cost to~~ the Employer and provided that ~~as~~ a result, an employee does not work two (2) consecutive twelve **(12)** hour ~~shifts~~.
- e) Seniority shall be used for determining preference or priority for the selection of a work schedule when a vacant position is sought by two **(2)** or more employees of the same classification as the position.

C) Hours of Work in the Property Management Department

(1) General Maintenance Workers

- al il The normal scheduled ~~work~~ week for full-time employees

will be forty (40) hours per week. Effective April 1, 1988, the hours of work for this group will be forty **(40)** hours per week, from Monday to Friday inclusively, Employees hired after April 1, 1988 shall be excluded from the provisions of this clause.

- ii) Temporary and part-time employees shall be scheduled as required.
- b) Employees' schedules shall be posted on Thursday prior to the **start** of the schedule.
- c) Changes **to** the manner of scheduling shall be by mutual consent of the Alliance **and** the Corporation. (See Appendix "C" for **a** sample schedule).
- d)
 - i) Notwithstanding Clause 15.02 C) (1) **c)** the Employer may, in the case of emergency, change this schedule temporarily for the employees require for the duration of the emergency.
 - ii) Emergency will include work which is not usually done during normal scheduled hours (e.g., stripping floors, shampooing **rugs**, etc.).

2) General Tradespersons .

- a)
 - i) Except for control Board Attendants **and** Electricians, the normal work week for General Tradespersons shall consist of five **(5)** days from Monday to Friday inclusive for **a** total of forty **(40)** hours per week.
 - ii) Except for Control **Board** Attendants and Electricians, the normal work day for General Tradespersons shall not commence before 07h30 nor finish later than 16h00.
- b) Control Board Attendants
 - i) Daily hours of work and days of rest for present Control Board Attendants shall continue to be scheduled in the

same manner as was in effect prior to the signing of this Agreement. Changes to the manner of scheduling shall be by mutual consent between the Alliance and the Corporation (See Appendix "D" for a sample schedule).

- ii) The twelve **(12)** hour shifts for Control Board Attendants shall be ~~restricted~~ to the weekends unless there is mutual agreement between the ~~employee(s)~~ and the Corporation.
- iii) Notwithstanding clause 15.02 C) **(2) b) i)**, the Employer may in the case of an emergency change the schedule temporarily for the ~~employee(s)~~ required for the duration of the emergency.
- iv) Control Board Attendants shall not have their days of rest changed.
- v) The work schedule for Control Board Attendants shall be posted one ~~(1)~~ **year** in advance and at ~~six~~ **(6)** months intervals.

c) Electricians

- i) The daily hours of work for electricians shall be scheduled so that they work ~~an~~ average of ~~forty~~ **(40)** hours per ~~week~~ over a four **(4)** week period. Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix "E" for a sample schedule).
- ii) No electrician employed ~~as~~ of April 1, 1988 shall be assigned a midnight to 08:00 ~~shift~~ except during a shut down. Such shift shall be compensated at the applicable ~~overtime~~ rates.

The institution of such a ~~shift~~ shall not affect other employees employed at the date of signing.

- iii) Notwithstanding clause 15.02 C) **(2)c) i)**, the

Employer may. ~~in~~ the case of ~~an~~ emergency, change this schedule temporarily for the employees required for the duration of the emergency.

- iv) The Employer shall **also** be allowed to change the schedule when :
 - 1. employees are **to** be absent for more than two (2) days of a week when they ~~are~~ working the evening shift:
 - 2. no performance is to take place provided that the schedule is not changed ~~more~~ than once in **a** week and fortyeight **(48)** hours notice is given of the change.
- v) The work schedule for Electricians shall be posted one (1) year in advance at six (6) month intervals.

(3) Parking Services

- a) Hours of work shall be scheduled **so** that continuing full-time employees :
 - i) Work eight (8) hours per day within a period of eight and one-half (8½) consecutive hours, exclusive of a one-half (½) hour lunch period without pay.
 - ii) Work forty **(40)** hours and five **(5)** consecutive days per week, ~~from~~ Monday to Friday inclusively.
 - iii) Obtain days of rest which ~~are~~ consecutive and not less than **two (2)**.
- b) The standard shift schedule shall be such that the :
 - i) day shift **starts** between **07:00** and 08:00;
 - ii) afternoon shift starts between 15:00 and 16:00;

iii) night shift **starts** at 23:30 or 23:45;

and ends eight and one-half (8½) hours later.

- c) The Employer shall set up a master work schedule for continuing full-time employees for a ~~minimum~~ twenty-eight **(28)** day period, posted fourteen **(14)** days in advance, which will cover the normal requirements of the operation for continuing full-time employees. **A** work schedule for part-time employees will be posted by 12:00 on the Thursday preceding a new work week.
- d) Continuing full-time employees who **are** required to change their scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in their scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half **(1½)**. Subsequent shifts worked on **the** revised schedule shall be paid for at straight-time, subject to the overtime provisions of this Agreement.
- e) The Employer will schedule part-time employees with consideration to distributing the shifts equitably and **as** much as possible to the mutual satisfaction of the Employer and the **employees**. The additional shifts shall be according to seniority rights. When an insufficient number of employees are available for certain days and hours of work, these days and hours of work will **be** given in reverse order of seniority.
- f) Subject to (iv) below, if an employee must cancel his/her scheduled shift and is ~~unable~~ to exchange shifts as per 15.02 B) d) above, **the** following procedure will apply:
- On the basis of seniority and training:
- i) Those employees who would be paid at straight time shall be offered the opportunity to work;
- ii) Those employees who would receive partial straight time **and** overtime:

iii) Those employees who would be paid overtime providing:

- a) full-time employees shall be offered the opportunity first, then part-time employees if the work is to replace a full-time employee.
- b) if the work is to replace a part-time employee, all other part-time employees will be offered the opportunity first then full-time employees.

iv) **The** Employer may choose not to replace the employee.

General

- a) The minimum call for part-time employees shall be four **(4)** hours. If ~~an employee~~ requests and is granted permission to leave before the end of the minimum call the employee will be paid only for ~~those~~ hours worked.
- b) The Employer shall give a minimum of twenty-four **(24)** hours advance notice in order to cancel scheduled work of a part-time employee; where work is cancelled for reasons beyond the Employer's control, a minimum of four **(4)** hours advance notice will be given to part-time employees if the Employer wishes to cancel ~~a~~ scheduled work shift. **Any** part-time employee who is not notified of such a cancellation and reports for ~~work~~ as scheduled shall be paid a minimum of four **(4)** hours pay at the applicable rate and may be required to work by the Employer.
- c) If not notified not to report to work within eight **(8)** hours of the commencement of the shift, full-time employees reporting for work on their scheduled shift shall be paid a minimum of four **(4)** hours pay **at** the applicable rate.
- d) Employees will report their attendance as required by the Employer.
- e) ~~Part-time~~ employee cannot cancel ~~a~~ shift except in cases of illness

or other reasons beyond the employee's control. When the cancellation is due to a reason beyond the employee's control, that employee must justify the cancellation. After four **(4)** cancellations of shifts due to illness in one fiscal year, the part-time or temporary employee **must** give the Employer a **medical** certificate for each subsequent absence. Part-time and temporary employees **will** indicate in writing, to the Employer, their availability in order that the Employer can schedule employees according to their availability. This however will not guarantee hours of work for the employees.

- n) Property Management Department employees shall be allowed five **(5)** minutes wash-up time before their lunch break and before their quitting time.

15.03 Applicable to Group B Employees:

- a) Subject to the conditions of this Article, the Employer shall schedule hours of work and meal periods. The Employer will provide for rest periods, the timing of which will be at its discretion.
- b) The Employer agrees during the life of the collective agreement to maintain a minimum service level of six (6) employees working forty **(40)** hours per week and five **(5)** days per week and three (3) employees working thirty-two **(32)** hours per week and four **(4)** days per week. **The** employees will be scheduled in accordance with the sample schedule at Appendix "F".
- c) **Changes to** the manner of scheduling shall be **by** mutual consent of the Alliance and the Corporation. (See Appendix "F" for a sample schedule).
- d) Notwithstanding Clause 15.03 c) above the Employer may, in the case of **an** emergency, change this schedule temporarily for the employees required for **the** duration of the emergency.
- e) The general work schedule is determined according to Appendix "F" so that full-time employees:
 - i) work seven and one-half (7½) hours per day within a period of eight (8) consecutive hours, inclusive of a one-

half (\$5) hour paid lunch period;

- ii) obtain days of rest which are consecutive and not less than two **(2)**;
 - iii) work assignments within a full-time ~~shift~~ shall be scheduled on a rotating basis in the various posts and duties, except in the case of special events.
- f) An employee shall be required to remain on the Employer's premises during his/her scheduled eight (8) hours and must be readily available during his/her scheduled one-half ($\frac{1}{2}$) hour paid lunch period and **may** be required to perform emergency functions.
- g) If **an** employee is required to perform emergency functions during his/her one half (\$5) hour paid lunch period no additional time will be granted.
- h) Employees scheduled to work on a regular basis thirty-two **(32)** hours per week will be given priority to replace employees scheduled to work on a regular basis forty **(40)** hours per week on annual leave, leave of absence, etc. in order that employees scheduled on a thirty-two (32) hour work week work up to forty **(40)** hours per week at straight time. However it is the Employer's right to decide to do such replacements.
- i)
 - i) The Employer shall set up a master work schedule for a minimum fourteen **(14)** day period, ~~posted~~ seven **(7)** days in advance which will cover the normal requirements of the operations.
 - ii) Continuing part-time and temporary employees shall be paid for the time actually worked or a minimum of four **(4)** hours pay at straight time, whichever is the greater in accordance with the applicable rate of pay specified in Appendix "A" of this Agreement. However, if an employee requests and ~~is~~ granted permission to leave before ~~the~~ end of his/her minimum four **(4)** hour work period, ~~he/she~~ shall be paid for only those hours which ~~he/she~~ worked.

- j)
 - i) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
 - ii) Where feasible, when employees are being contacted to work as replacements on shifts scheduled for more than twenty-four **(24)** hours later and it **is** possible for a message to be left, employees shall be given one-half (½) hour to respond to accept or reject the shift.
- k) An employee who is required to change his/her scheduled shift **on** the master work schedule without receiving at least three (3) days notice in advance of the starting time of such change in his/her scheduled shift, shall be paid for the first shift worked **on** the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject **to** the overtime provisions of this Agreement.
- l) The Employer shall make every reasonable effort:
 - i) To schedule hours of work to the mutual satisfaction of the employees and the Employer.
 - ii) Not to schedule the commencement of a shift within sixteen (16) hours of the completion of a continuing full-time employee's previous shift and within eight **(8)** hours of the completion of a continuing part-time employee's previous **shift**.
- m) It **is** also recognized that the meal period may be staggered for employees. However, the Employer will make every effort to schedule meal periods at times convenient to the employees.

ARTICLE 16 – OVERTIME

16.01 Applicable to Group A Employees:

Overtime means :

- a) in the case of full-time employees, authorized work performed in excess of their scheduled hours of work;
- b) in the case of part-time employees, work performed in excess of the normal scheduled hours of work for employees engaged on a full-time basis who are doing similar work.
- c) Overtime on a regularly scheduled work day, a day of rest or a designated holiday shall be paid at the rate of time and one-half ($1\frac{1}{2}$ T) for the first eight (8) hours and double time (2T) thereafter.
- d) When employees, who have worked on a day of rest or designated holiday, ~~are~~ required to work on another day of rest or designated holiday prior to returning to their regularly scheduled shift, they shall be paid at the rate of double time (2T) for all hours worked on that day.
- e) Overtime at time and one-half ($1\frac{1}{2}$ T) or any greater applicable rate shall be paid for all hours worked ~~after~~ 16:00 hrs on Christmas Eve and New Year's Eve and for all work performed on Easter Sunday.
- f) Notwithstanding paragraph c) above, overtime worked on a Sunday shall be paid at double time (2T).
- g) An employee is entitled to overtime compensation under Article 16.01 c), d), e) and f) for each completed **period** of fifteen (15) minutes of overtime worked when the overtime work is authorized in advance by ~~an~~ authorized officer or in accordance with operating instructions.
- h) **At** the request of the employee, overtime shall be compensated in equivalent time off with pay subject to operational requirements.
- i) Employees shall be allowed to accumulate a bank of compensatory leave credits of up to forty (40) hours. Any earned but unused leave

remaining in the employee's bank on August 31st of each **year** shall be cashed out at the employee's regular rate of pay.

- j) The Employer shall make every reasonable effort to avoid excessive overtime which is defined **as** more than eight (8) hours of overtime in one day for any single employee.
- k)
 - i) The Employer shall make every reasonable effort to allocate overtime hours on an equitable basis over a **six** (6) month period to employees of the same classification who, in the opinion of the Employer, **are** qualified to perform the available work. For the purpose of this clause, the total overtime hours offered to employees who have a double job title (e.g. welder/mechanic) shall be used to determine what is equitable.
 - ii) The Employer will post a list showing when overtime hours have been offered to employees and indicating whether the overtime was accepted or refused.
 - iii) Employees will be given the opportunity to perform the overtime work in ascending order of accumulated hours of overtime. Employees will be charged with the overtime hours whether they have accepted or refused to work the overtime hours.
 - iv) ~~Employees~~ shall have the right **to refuse** overtime. Where insufficient employees are available to perform the work employees shall be assigned to perform the work in the reverse order of seniority.
- l) Except in cases of emergency or call-back, the Employer shall give at least four **(4)** hours' notice of any requirements for overtime work.
- m) Starting and finishing times of overtime work will be recorded by each employee in the manner set out by the Employer.

- n) There shall be no pyramiding of overtime.
- o) In the Property Management work ~~area~~ where two or more employees of the same job title are performing the same work and overtime is required, the employees who ~~are~~ full-time continuing will be offered the opportunity to work the overtime before employees who are temporary. When ~~an~~ employee is to be called in or scheduled to perform overtime in his/her classification, full-time employees shall be offered the work before temporary employees.
- p) ~~A~~ regularly scheduled shift that falls on a designated holiday will only be reassigned by seniority when required by the employer.
- q) Employees who work ~~three~~ (3) or more hours immediately before or following their regularly scheduled hours of work or who are required to work for five ~~(5)~~ hours or more on a day of rest or on a designated holiday, shall receive a meal allowance of ten dollars (\$10.00).
- r) Reasonable time with pay shall be allowed to the employees to eat a meal either at or adjacent to their work station.
- s) ~~At~~ the time of change from Standard to Daylight time, employees working a shift during which the change occurs shall receive payment for their full shift; at the time of change from Daylight to Standard time, employees working a shift during which the change occurs shall receive one ~~(1)~~ hour's pay at the applicable overtime rate.

16.02 Applicable to Group B Employees:

- a) "Overtime" means authorized work performed in excess of or outside of an employee's daily or weekly hours of work (i.e. eight ~~(8)~~ hours per day, forty (40) hours per week). Where a shift requires a replacement worker, replacement calls shall be made in the following order:

- i) First call shall be ~~to~~ security officers scheduled 32 hours per week, in order to allow them to complete a 40 hour week at the regular rate of pay
 - ii) Second call shall be to the part-time security officers, at the regular rate of pay.
 - iii) Third call shall be to security officers according to seniority and opportunity, at the applicable overtime rate of pay, Full-time employees shall be called prior to calling part-time employees.
 - iv) In the case of special occasions or emergencies where the employer is unable to find a replacement under the first, second or third call order listed above, the employer may choose to apply ~~the~~ provisions of article 3.04 b).
- b) Straight time rate" means the hourly rate of pay as specified in Appendix "A".
- c) Time and one-half" means one and one half times ($1\frac{1}{2} T$) the straight time rate.
- d) "Double time" means two times ($2T$) the straight time rate.
- e) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis.
- f) Except in cases of emergency, call back, shift cancellation or mutual agreement, ~~the Employer shall whenever possible,~~ give at least four (4) hours notice of any requirements for overtime work.
- g)
 - i) The Employer shall post a list showing when overtime opportunities have been offered to employees and indicating whether ~~the overtime was~~ worked or not worked.
 - ii) Employees will be given opportunity to ~~perform~~ the overtime work in ascending order of recorded opportunities. Employees shall be charged with one opportunity with every offer of overtime whether they

have worked or not worked the overtime.

- iii) **Employees** shall have the right to refuse overtime. Where insufficient employees are available to perform the work employees shall be assigned to perform the work in the reverse order of seniority.

Subject to Clause **16.02 n)**, overtime shall be compensated for at the following rates:

- h) Time and one-half (**1½ T**) except as provided in Clause **16.02 k)**;
- i)
 - i) double time (**2T**) for all hours of overtime worked in excess of seven and one-half (**7 ½**) consecutive hours of overtime in any continuous period;
 - ii) for employees of forty (**40**) hours per week who have completed forty (**40**) hours of work in that week at straight time, time and one-half (**1½T**) for the hours worked on the first day of rest, and double time (**2T**) for hours worked on the second day of rest. However, employees who were offered to work on the first day of rest and decline the offer will be paid time and one-half (**1½T**) for the hours worked on the second day of rest;
 - iii) for employees regularly scheduled to work thirty-two (**32**) hours per week who were given the opportunity to work an extra shift of eight (8) hours at straight time and therefore have completed forty (**40**) hours of work for that week, they will be paid:

Subject to iii) above

- * time and one-half (**1½ T**) for the hours worked on the first day of rest;
- * double time (**2 T**) for the hours worked on the second day of rest. However, employees who were offered to work on their first day of

rest and decline the offer will be paid time and one-half (1½ T) for the hours worked on the second day of rest.

- * double time (2 T) for the hours worked on the third day of rest. However, employees who were offered to work on their first day of rest and/or on their second day of rest and decline the offer they will be paid time and one-half (1½ T) for the hours worked on their third day of rest.
- j) An employee who is required to work on a designated paid holiday following a day of rest on which he/she also worked and received overtime in accordance with Clause 16.02 j) k), l) and m) shall be compensated for hours worked at the rate of “double time” (2 T) for all the time worked. This is in addition to the holiday pay provided for in Article 21.
- k) An employee who works the first shift of a week shall be paid time and one-half (1½ T) if he/she has worked the last shift of the previous week.
- l) An employee is entitled to overtime Compensation under Clause 16.02 j) k), l) and m) for each completed period of fifteen (15) minutes of overtime worked by him/her:
 - i) when the overtime work is authorized in advance by the Employer. and
 - ii) when the employee does not control the duration of the overtime worked,
- m) Employees shall be allowed to accumulate a bank of compensatory leave credits of up to forty (40) hours. Any earned but unused leave remaining in the employee’s bank on August 31st of each year shall be cashed out at the employee’s regular rate of pay.
- n) An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four (4) hours compensation at the applicable overtime rate.

- o) If an employee is required to work three (3) hours or more immediately before or following his/her regularly scheduled hours of work or is required to work for five (5) hours or more on a day of rest or on a designated paid holiday, he/she shall receive a meal allowance of eleven dollars (\$11). Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he/she may eat his/her meal either at or adjacent to his/her place of work.
- p) In no case shall overtime accrue on overtime.
- q) Time and one-half (1 ½ T) when required by the Corporation to ~~train~~ new employees.

ARTICLE 17 - CALL BACK

17.01 Applicable to Group A Employees:

- a) When employees have left the Corporation premises and are recalled to a place of work, they will be paid a minimum compensation equivalent to four (4) hours at the applicable overtime rate.
- b) When employees have left the Corporation premises and are recalled to a place of work to attend a meeting, the call back provisions shall apply.

17.02 Applicable to Group B Employees:

An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four (4) hours compensation at the applicable overtime rate.

ARTICLE 18 - PREMIUMS

18.01 Applicable to Group A Employees:

- a) Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of seventy-five cents (\$0.75) per hour

for all hours worked.

- b) Full-time continuing employees who work on Sunday will receive a premium of seventy-five cents (\$0.75) per hour for all hours worked.

18.02 Applicable to Group **B** Employees:

Employees who work between the hours of midnight to eight (8) **AM**, shall receive a shift premium of seventy-five cents (\$0.75) per hour for all hours worked.

ARTICLE 19 - REPORTING ON A DAY OF REST OR DESIGNATED PAID HOLIDAY

19.01 Applicable to Group **A** Employees:

- a) When employees are required to report for work on a day of rest, or designated paid holiday, they will be paid compensation at the applicable overtime rate in accordance with article 16.01.
- b) Other ~~than~~ when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than their normal place of work, time spent by employees reporting to work or returning to their residence will not constitute time worked.

ARTICLE 20 • VACATION LEAVE

20.01 Applicable to Group **A** Employees:

- a) For each calendar month in which full-time continuing employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of :
 - i) one and onequarter (1 ¼) days per ~~month~~, if the employee has completed less than eight (8) years of service;
 - ii) one and two-thirds (1 2/3) days per month, if the employee has completed eight (8) years of service;
 - ~~iii)~~ two and one-twelfth (2 1/12) days per month if the

employee has completed eighteen (18) years of service:

- iv) two and one half (2½) days per calendar month if the employee has completed twenty-nine (29) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she has completed twenty-nine (29) years of service.
- b) Where full-time employees have earned less than ten (10) days' pay in a given calendar month, they shall be entitled to an amount equal to :
 - i) six percent (6%) of their gross earnings for said calendar month, if the employee has completed less than eight (8) years of service;
 - ii) eight percent (8%) of their gross earnings for said calendar month, if the employee has completed eight (8) years of service;
 - iii) ten percent (10%) of their gross earnings for said calendar month, if the employee has completed eighteen (18) years of service.

This amount is payable during a vacation period mutually agreed upon.

- c) When a part-time employee becomes a continuing full-time employee, the years of service shall be calculated on the pro-rata of the hours regularly worked by a continuing full-time employee for the purpose of calculating the vacation leave credits. Calculation of the number of hours shall begin at date of hiring and will apply at date of signing of this Collective Agreement.
- d) During the first six (6) months of employment with the Corporation, vacation leave will accumulate but will not be granted to employees except under special circumstances and by arrangement with the office of the Director of Human Resources, and the Department Director concerned. Thereafter, full leave entitlement with pay may be granted to the extent of those credits which will have been earned to the end of the leave year (September 1 to August 31).

- e) Vacation leave may be taken at one time and during the year in which it is earned except as agreed by the employee and the Corporation. **An** employee shall be permitted to carry over a maximum of five **(5)** days' credit to the next fiscal year; however, no credits may be carried over beyond **January 6**.
- f) **On** transfer to another government **organization**, employees may transfer up to fifteen (15) days annual leave provided this is acceptable **to** the new employer.
- g)
 - i) The Corporation will determine the periods during which vacation leave may be taken and the numbers and classification of employees who **may take** vacation leave during the same period. The Corporation will make every reasonable effort to schedule vacation periods to suit the convenience of both employees and the Corporation.
 - ii) Employees will submit their request for vacation leave before 1 April of each year. Where there are more requests for a vacation period that can be allowed, seniority shall prevail.
 - iii) **A** schedule showing the vacation periods and the employees booked for these periods shall be posted by 15 April.
 - iv) Employees who do not submit their leave requests before 1 April will not be able to exercise their seniority rights to bump employees who have been scheduled as per Clause 20.01 g) iii)
 - v) With the permission of the Corporation, employees may exchange vacation periods.
- h) Where a day that is a designated holiday for **an** employee coincides with a day of vacation leave with pay, that day shall count **as** a holiday and not as vacation leave.
- i) Application for Vacation Leave must be made on the form prescribed, approved by the appropriate Department Director (or

his/her authorized representative). and then referred to the Human Resources Department to confirm entitlement for Vacation Leave. **Such** forms shall be made available through the immediate supervisor.

- j) Employees with one or more years of service who will be absent for one (1) week or more on Vacation Leave, may request and be given advance **salary** payment to a maximum of the amount(s) that they would be entitled to receive on those pay dates when they are to be absent, subject to the following provisions:
 - i) The employee will attempt to give three (3) weeks notice, in writing, for advance payment, but in any event shall give at least two **(2)** weeks notice prior to the anticipated date of departure on leave.
 - ii) **Any** overpayment in respect of such pay advances will be **an** immediate first charge against any subsequent pay entitlements and will be recovered in full prior to any further payment of **salary**.
- k) Employees engaged **on** a part-time basis shall be paid, in lieu of vacation leave, an amount equal to six percent (6%) of their **gross** earnings, such amount to be payable on the first regular pay date in December or their last day of work.
- l) Recall from Vacation Leave
 - i) The Corporation will make every reasonable effort not to recall employees to work after they have proceeded on Vacation Leave.
 - ii) Where, during any period of Vacation Leave, employees are recalled to duty, they shall be reimbursed after submitting such accounts and receipts as are normally required by the Corporation, for reasonable expenses, that they incur:
 - a) in proceeding to their place of work; and in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they.

were recalled; and

- b) for any reasonable charges that result from cancellation of any reservation held in connection with the interrupted vacation.

20.02 Applicable to Group B Employees:

- a) For each calendar month in which a continuing full-time employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:
 - i) one and one-quarter (1 1/4) days per calendar month, if the employee has less than eight (8) years of service;
 - ii) one and two thirds (1 2/3) days per calendar month if the employee has completed eight (8) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes eight (8) years of service;
 - iii) two and one-twelfth (2 1/12) days per calendar month if the employee has completed eighteen (18) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes eighteen (18) years of service;
 - iv) two and one half (2 1/2) days per calendar month if the employee has completed twenty-nine (29) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes twenty-nine (29) years of service.
- b) Where an employee has earned less than ten (10) days' pay in a given calendar month, he/she shall be entitled to an amount equal to six percent (6%) of his/her gross earnings for said calendar month that he/she would otherwise be entitled to under a) (i), six point five percent (6.5%) that he/she otherwise would be entitled to under a) (ii), and seven percent (7%) that he/she would otherwise be entitled to under a) (iii). This amount shall become due and payable during a mutually agreed upon vacation leave period.

- c) If an employee leaves the Corporation for any reason during the leave year he/she will be paid for vacation **earned** that **has** not been taken or he/she will be charged for vacation taken which **has** not been **earned**. **In** the event of an employee's death, no charge shall be made for vacation which has not been **earned**.
- d) **An** employee will be granted an additional day of vacation leave when a designated holiday falls on a day which he/she is on vacation leave.
- e) Vacation leave **will** not be granted to an employee **who has** given notice of **resignation** from the Corporation. However, **such** an employee will **be** paid for vacation leave **earned** but not taken.
- f) Vacation leave may **be** taken at one time and during the year in which it is **earned** except **as** agreed by the employee **and** the Corporation. **An** employee shall be **permitted** to carry over a maximum of five days' credit **to the next fiscal year**; however, no credits may be **carried** over beyond January 6th.
- g) Vacation periods will be scheduled to suit the convenience of **both the** employee and the Employer. **with consideration being given to** workload and seniority.
- h)
 - i) **An** employee engaged on a part-time or **temporary** basis shall **be** paid, in lieu of **vacation**, an amount equal to six percent (6%) of **his/her gross** earnings; such amount **to be** added to each pay cheque. **Also**, part-time employees only are entitled **to a maximum** of three (3) weekends (**six** days) **per fiscal year**, of unpaid vacation leave, provided they have worked **four hundred and sixteen (4 16) hours** in the twelve (**12**) months immediately **preceding** the request for such leave.
 - ii) When a continuing part-time employee becomes a continuing full-time employee, **the years of service** shall be calculated on the pro-rata of the hours **regularly** worked by a continuing full-time employee for the purpose of calculating the vacation **leave credits**. Calculation of **the** number of hours shall **begin at date** of hiring and **will** apply **at** date of signing of **this agreement**.

ARTICLE 21 – DESIGNATED HOLIDAYS

21.01 The following days shall be designated by the Corporation as paid holidays for employees under this Agreement:

New Year's Day	August Civic
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
St. Jean Baptiste Day	Christmas Day
Canada Day	Boxing Day

21.02 Applicable to Group A Employees:

Full-time employees who are not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a designated holiday are not entitled to pay for that holiday.

Holiday Falling on a Day of Rest

- a) When a day designated as a holiday coincides with an employee's day of rest, the holiday will be moved to the first day the employee is scheduled to work following the day of rest.
- b) When a day designated as a holiday for an employee is moved to another day,
 - i) work performed by an employee on the day from which the holiday was moved will be considered as work performed on a day of rest, and
 - ii) work performed by an employee on the day to which the holiday was moved, will be considered as work performed on a holiday.
- c) When a designated holiday coincides with a day on which employees work a regular shift, they shall receive in addition to the pay they would have received had they not worked on the holiday, compensation in accordance with the applicable overtime provision.

- d) Employees shall not be ~~scheduled~~ to work on both ~~Christmas~~ and New ~~Year's~~ Day. Regular ~~work~~ schedules during the ~~weeks~~ in which ~~Christmas~~ and New ~~Year's~~ Day fall may be amended without ~~penalty~~ to accommodate this. Employees involved will be consulted prior to ~~any~~ amendments ~~being~~ made.
- e) •
 - i) Employees ~~are~~ not entitled ~~to~~ pay for a designated holiday that ~~occurs~~ in the first thirty (30) days of their employment.
 - ii)
 - a) Part-time employees who have worked ten (10) days ~~or more~~ out of thirty (30) days immediately preceding a designated holiday will be paid a ~~sum~~ of money calculated on the accumulated hours worked during the preceding thirty (30) days divided by the number of ~~days worked~~ and multiplied by their applicable ~~rate~~ of pay as set out in Appendix "A".
 - b) ~~Part-time~~ employees who work less than ten (10) days in the thirty (30) days immediately preceding a designated holiday ~~are~~ entitled to be paid 1/20th of the wages they ~~earned~~ during the thirty (30) calendar days ~~preceding~~ the designated holiday.
- f) ~~For the purpose of determining the number of days worked, a part-time employee who works a regular weekend shift (8 hours) or replaces on a regular week-day shift (8 hours) shall have this shift count as two (2) days.~~

21.03 Applicable ~~to~~ Group ~~B~~ Employees:

- a) Clause 21.01 does not apply to an employee who is absent without pay on ~~both the~~ working day immediately preceding ~~and the~~ working day following the designated paid holiday.
- b) Continuing part-time or temporary employees ~~who are required to work on a designated paid holiday will be compensated for hours~~

worked at one and one-half times (1 ½ T) the stipulated hourly rate.

- c) If a designated holiday falls on an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his/her day of rest.
- d) If a designated holiday coincides with a day on which an employee works a regular shift, he/she shall receive, in addition to the pay he/she would have received had he/she not worked on the holiday, compensation in accordance with the applicable overtime provision (Clause 16.02 j), k), l) and m) and subject to 16.02 n)).
- e)
 - i) Continuing part-time and temporary employees who are entitled to wages for at least ten (10) days out of thirty (30) days preceding the holidays designated in Clause 21.01 will be paid a sum of money calculated on the accumulated hours worked during the preceding thirty (30) days divided by the number of days worked and multiplied by their applicable rate of pay as delineated in Appendix "A".
 - ii) Continuing part-time and temporary employees who work less than ten (10) days in the thirty (30) days immediately preceding a designated holiday are entitled to be paid 1/20th of the wages they earned during the thirty (30) calendar days preceding the designated holiday. This paragraph will apply to employees who were hired thirty (30) days or more prior to the designated holiday.
- f) Employees required to work on Christmas Day will be paid at two (2T) times the applicable rate delineated in Appendix "A".
- g) Employees shall be paid at least time and one half (1 ½ T) for work performed after 16:00 hours Christmas Eve and New Year's Eve.
- h)
 - i) All time worked by continuing part-time employees on Easter Sunday shall be paid at time and one half the

applicable rate of pay in Appendix "A", provided that the employee ~~does~~ not qualify and therefore is not entitled to pay for Easter Monday as set out in article 21.03 b).

- ii) Furthermore, if a part-time employee is also required to work on Easter Monday, for which he/she will be paid in accordance with article 21.03 b), the above paragraph i) does not apply.

ARTICLE 22 – SICK LEAVE/FRINGE BENEFITS

22.01 Applicable to Group A Employees:

Credits

- a) Full-time continuous employees will ~~earn~~ sick leave ~~as~~ at the rate of **ten (10)** hours for each calendar month for which ~~they~~ receive pay for at least ten **(10)** days.
- b) Deductions will be made from credits for each hour of absence on sick leave. Absences will be rounded ~~off to~~ the nearest hour.
- c) The Corporation agrees to pay part-time employees thirty-five cents **(\$0.35) per** hour in lieu of sick leave and fringe benefits, except where the Employer is **required to make** pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf.
- d) The Corporation may grant leave with pay to employees who are required to take specialized medical treatment (e.g. allergy shots). **Such period** of leave shall be charged against the ~~sick~~ leave credits. Such leave shall not be unreasonably denied.

Granting of Sick Leave

- e) Employees will be granted sick leave with pay when **they are** unable to **perform** their duties because of illness or injury provided that:
 - i) they satisfy the Employer of their condition by advising their immediate supervisor or designate, within a

reasonable time ~~on the~~ day their absence commences, stating, where possible, the expected duration of the absence, and

ii) ~~they~~ have the necessary Sick Leave credits, and

iii) they provide the documents requested by the Corporation.

f) if the period of absence does not exceed four (4) working days, the signatures of both the employee and the supervisor on the "Request of Leave" form will be sufficient subject to the requirements of 22.01 g) and 25.01 g).

g) i) if the period of absence exceeds four (4) working days, and/or the employee has been granted sick leave without a medical certificate on eight (8) days in a fiscal year, the employee will submit a certificate signed by a qualified physician attesting to the illness.

ii) When employees are absent because of illness for an entire scheduled shift the absence shall count as one day in respect to the eight (8) days set out in 22.01 g) i).

h) When an employee has insufficient or no credits to cover the granting of sick leave with pay, the authorizing officer may authorize advance leave credits, upon recommendation by the Director of Human Resources or designate, within a limit of:

i) two hundred (200) hours if a decision on an application for injury-on-duty leave is being awaited; or

ii) one hundred and twenty (120) hours in all other cases; subject to deduction of such advance leave from any sick leave subsequently earned. Requests for advance leave from any sick leave credits from employees with two or more years of continuous service, shall not be unreasonably denied.

i) When an employee is granted sick leave with pay and injury-on-

duty leave is subsequently approved for the same period, the sick leave credits ~~used~~ during that period will be restored.

- j) i) Sick leave ~~credits~~ up to a maximum of ~~seventy-five (75)~~ days ~~earned by~~ former employees of the ~~Federal~~ Public Service, Canadian Armed Forces, (as governed by Public Service sick leave regulations), Crown ~~Corporations~~ or Agencies, may ~~be~~ transferred and considered as leave ~~earned~~ with the Corporation provided that such ~~credits were~~ accrued during employment which terminated less ~~than thirty (30) days~~ prior to engagement by the Corporation.
- ii) Such sick leave will, if expressed in days, be converted to hours by multiplying the number of days by the standard work day (to a maximum of ~~eight~~) immediately prior to commencing work at the Centre.
- k) ~~Misuse~~ of sick leave ~~credits~~ shall be considered a sufficient cause for discipline.

22.02 Applicable to Group B Employees:

- a) Continuing full-time employees shall earn sick leave ~~credits~~ at the rate of ~~one and one-quarter~~ (1 1/4) days for ~~each~~ calendar month for which they ~~are~~ entitled to pay, for at least ~~ten (10) days~~. Unused credits shall accumulate from ~~year to year~~ without ~~limit~~.
- b) The Corporation shall grant sick leave with pay to continuing full-time employees, chargeable against sick leave ~~credited~~, whenever ~~an employee is~~ unable to perform his/her duties because of illness or injury, provided that:
 - i) he/she satisfies the Employer, by ~~means~~ of a written statement, that ~~his/her~~ condition ~~prevented~~ him/her from working;
 - ii) he/she ~~has~~ earned the necessary sick leave ~~credits~~, and:
 - iii) ~~a medical certificate, signed by a qualified medical~~

practitioner, is presented **as soon as practicable** after return to work in support of a request for paid sick leave, when **the** condition preventing him/her from reporting for duty extends beyond a total of four **(4)** working days during **one** (1) period of disability or a total of eight **(8)** days during a fiscal year.

- c) Sick leave may be **granted at the discretion** of the Employer **an** advance up to a maximum of fifteen **(15)** days if **credits have been exhausted**. Leave **used** in advance is to be **earned** upon return to work, **before further credits will accrue**.
- d) **Misuse** of sick leave benefits may be considered **a sufficient cause** for **dismissal**.
- e) **The Corporation may** grant leave with pay to employees who are required **to take specialized medical treatment (e.g. allergy shots)**. Such **a period** of leave shall be charged against the sick leave credits. Such leave shall not be unreasonably denied.
- f) In lieu of sick leave/fringe **benefits**, continuing part-time employees receive \$0.35 for each hour worked, except where the Employer is required **to make pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf**.

ARTICLE 23 – SPECIAL LEAVE

23.01 Leave with Pay for Spousal Union

After completion of one (1) year's continuous employment and providing the supervisor is given at least one (1) **month's** written notice:

- a) **a full-time continuing employee** will be granted **five (5)** days leave **with pay**;
- b) **a part-time continuing employee** will be granted leave with pay for **those** days he/she is **normally** scheduled to **work** in **a** consecutive five day period;

for the purpose of declaring spousal union With another person in **a** ceremony. **This ceremony may be civil, secular or religious.**

3.02 Bereavement Leave

- a) For ~~this~~ purpose, immediate family is defined ~~as~~ father, mother, (or ~~alternatively~~, step father, stepmother or foster parent), brother, ~~sister~~, ~~spouse~~, (or common-law spouse/partner), child, stepchild or ward of employee, father-in-law, mother-in-law or ~~alternatively~~ father or mother of a common-law spouse/partner or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) i) Where ~~a~~ member of a full-time continuing employee's immediate family ~~dies~~, the employee will be entitled four **(4) days** leave with pay, which must include the day of the funeral and may, in addition, be ~~granted~~ up to three (3) ~~days~~ leave for the purpose ~~of~~ travel related to the death.
- ii) Where ~~a~~ member of a part-time or temporary employee's immediate family dies, that ~~employee~~ **will be** entitled to pay for each of the following three (3) days provided that the employee ~~was~~ scheduled to work on those days. Such pay will be at the employee's ~~regular~~ rate of ~~wages~~ for the employee's normal hours of work.
- c) In ~~special circumstances~~ and at the request of the employee, leave may be extended beyond the day following the day of the funeral but the total number of days granted must be consecutive and ~~not~~ greater in number ~~than those~~ provided above, and must include the day of the funeral.
- d) Employees will ~~be~~ granted leave with pay for that work ~~period~~ for which they ~~were~~ scheduled, or were eligible to receive pay, on the day of the funeral of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandchild.

23.03 Compassionate Care

It is recognized that there will be occasions when employees ~~are~~ required to be away from work to provide care or support to a gravely ill family

member, as defined in article 23.02 a), ~~at risk~~ of dying.

In order ~~to~~ support those employees, the National Arts Centre, on request, will provide ~~an~~ unpaid leave ~~of absence~~ ~~to be~~ approved by ~~the~~ Director of Human Resources. These provisions ~~shall be~~ interpreted in accordance with the Employment Insurance Act.

23.04 Birth and Adoption Leave

Continuing full-time and ~~part-time~~ employees shall ~~be~~ granted special leave with pay up to a maximum of **two (2)** days for needs directly related to the birth or adoption of a child.

23.05 Court Leave

- a) The ~~Corporation~~ will **grant** leave with pay to employees for the period ~~of~~ time they ~~are~~ required:
- i) ~~to be~~ available for jury selection;
 - ii) ~~to~~ serve on a jury, or by subpoena or summons ~~to attend as~~ a witness in ~~any~~ proceeding held in or under the authority of a ~~court~~ of justice ~~or~~ before a grand jury, before a court, judge, justice, magistrate or ~~coroner~~.
 - iii) before the Senate or ~~House~~ of Commons of Canada, or a Committee ~~of~~ the Senate ~~or House~~ of Commons, otherwise ~~than~~ in the performance of their duties;
 - iv) before a legislative council, legislative assembly or house of assembly, or any ~~committee~~ thereof that is authorized, by law, to compel the attendance of witnesses before it; ~~or~~
 - v) before an arbitrator or umpire or a person or body of persons authorized by law ~~to make an inquiry and to~~ compel the attendance of witnesses before it.

The employee ~~will reimburse~~ the Employer any amount received as compensation ~~from~~ another party ~~for loss of salary~~. In no case will this amount exceed what was paid by the Employer for the period of absence.

23.06 Duty to Accommodate

The Employer acknowledges that it has a legal duty to accommodate an employee who, because of an injury or accident, or due to a medical condition, is unable to do his or her regular job.

In such cases, the employee, the Employer and the Union shall meet to explore reasonable alternative employment, and, wherever possible, the employee shall be placed in a position consistent with his or her medical condition, taking into consideration first work in the employee's own classification; secondly, work in other classifications in the bargaining unit; and as a final alternative, positions outside the bargaining unit

Applicable to Group B Employees:

- a) At its discretion the Corporation may pay towards the legal costs and expenses, including loss of salary, if any, incurred by an employee by virtue of the proper performance of his/her employment duties. Such payment will not be withheld without a reason.
- b) Employees scheduled to work on the afternoon or night shift and who are required by subpoena to attend court proceedings for cases related to their duties as security officers for the Employer, will be paid at straight time rate for the hours spent at such proceedings. The employees are required to work their normal shift at straight time pay.

23.07 Injury-on-duty-Leave

Employees under this Agreement are covered by the provisions of the Government Employee's Compensation Act and are entitled to benefits in accordance with that Act.

23.08 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority may at the

discretion ~~of the Corporation~~ be granted, upon request to ~~the Employer~~, to employees elected or appointed to represent the Union at conventions, and for Union training. Leave of absence without pay shall be *granted* to employees ~~to attend Executive and Committee~~ meetings of its affiliated or chartered ~~bodies~~.

23.09 a) Leave with Pay

The Employer may *grant* leave with pay when circumstances not directly attributable ~~to~~ employees including illness ~~in~~ the family ~~as~~ defined in 23.02 a) prevent their ~~reporting~~ for duty. Such leave shall not be unreasonably denied.

b) Leave without Pay

Upon written ~~request~~ the Employer may grant leave without pay for purposes other ~~than~~ those specified in ~~this~~ Agreement. Such leave shall not be ~~unreasonably~~ denied.

The Employer will give a written reply within seven (7) days (excluding Saturdays, Sundays ~~and~~ designated holidays) ~~of the request~~ having been made.

23.10 Duty to Accommodate

The Employer ~~acknowledges that~~ it has a legal duty to accommodate an employee who, because of ~~an injury~~ or accident, or due to a medical ~~condition~~, is unable ~~to~~ do his or her ~~regular job~~.

In such ~~cases~~, the employee, the Employer ~~and the Union~~ shall ~~meet to~~ explore reasonable alternative employment, ~~and~~, wherever possible, the employee shall be placed in a position consistent ~~with his~~ or her medical condition, taking into consideration first work ~~in~~ the employee's ~~own~~ classification; secondly, work in other classifications in the bargaining unit; and as a final alternative, positions outside ~~the~~ bargaining unit.

ARTICLE 24 – MATERNITY AND PARENTAL LEAVE

24.01 Maternity Leave for Part-Time Employees

- a) * Employees who become pregnant are entitled to Maternity Leave,

provided they:

- i) have completed six (6) months of continuous service; **and**
 - ii) comply ~~with the requirements of this~~ Clause.
- b) i) Maternity Leave may commence eleven (11) weeks prior to the date scheduled for the termination of the pregnancy, and ~~cease not later than seventeen (17) weeks~~ following the termination of the pregnancy. The total period of Maternity Leave will not exceed seventeen (17) weeks.
- ii) ~~For~~ Quebec residents. Maternity Leave may commence sixteen (16) weeks prior to the ~~&te~~ **scheduled** for the termination of the pregnancy, and ~~cease not later than eighteen (18) weeks~~ following ~~the~~ termination of the pregnancy for Quebec Parental Insurance Plan (QPIP) Basic Plan benefit recipients, or ~~fifteen (15) weeks~~ for Special Plan benefit recipients. The total **period** of Maternity Leave will not exceed **eighteen (18) weeks**.

The **period** of Maternity Leave is indivisible and once **started cannot** be interrupted.

- c) In order to apply for this leave, an employee shall provide ~~the Corporation with~~ written **notification** of her ~~condition at least four (4) weeks~~ in advance of the anticipated date for the commencement of such leave. ~~unless there is a valid reason why notice cannot be given.~~ The written notice shall include:
- i) ~~an~~ application for leave showing the length of the leave **to** be taken,
 - ii) a certificate ~~from a~~ qualified medical practitioner Certifying that she is pregnant, and specifying the anticipated date for termination of her pregnancy.
- d) i) **An employee** who is pregnant or nursing may, during the period from the beginning of the pregnancy **to** the end of the twenty-fourth (24th) ~~week~~ following the birth, request the employer **to** modify ~~her~~ job functions **or** reassign her to another job if, by any reason of the pregnancy or nursing, continuing **any** of her **current** job functions may pose a **risk**

to her health or to that of the fetus or child.

- ii) **An** employee's request under clause d) i) must be accompanied by a ~~certificate~~ of ~~a~~ qualified medical practitioner of the employee's choice indicating the expected duration of the potential ~~risk~~ and the activities or conditions ~~to~~ avoid in order to eliminate the ~~risk~~.
- iii) An employer to whom a request has been made under **clause 24.01 d) i)** shall examine the request in **consultation** with the employee and, where reasonably practicable, shall modify the employee's job functions or ~~reassign~~ her.
- iv) **An** employee who has ~~made~~ a request under 24.01 d) i) is entitled to **continue** in her current job while the employer examines her request, but if the risk posed by continuing any of her job functions **so requires**, she is entitled **to and shall be granted** a leave of absence with pay at ~~her~~ regular rate of wages until the NAC:
 - a) ~~modifies~~ her job functions or ~~reassigns~~ her,
 - or
 - b) informs her in writing that it is not reasonably practicable to modify ~~her~~ job functions or reassign her **and that** pay shall for all purposes be deemed to be **wages**.
- v) The **onus** is on the NAC to **show** that **a modification of job functions** or **a reassignment** that would avoid the activities or conditions indicated in the medical ~~certificate~~ **is** not reasonably practicable.
- vi) ~~Where~~ the NAC concludes that **a modification of a job functions** or **a reassignment** that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable. ~~the employer~~ shall so inform the **employee** in **writing**.
- vii) **An** employee whose job functions are modified or ~~who~~ is reassigned shall be ~~deemed~~ to continue to hold the job that she held at the time of **making** the request at 24.01 d) i) **above, and shall continue to receive the wages and benefits**

that are attached to that job.

- viii) **An** employee referred to in Article 24.01d) v) above is entitled to and shall be granted a leave of absence for the duration of the risks as indicated in the medical certificate.

An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

- x) **An** employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

- e) For **Quebec** residents under QPIP, a birth father is entitled to take five (5) weeks of Paternity Leave under the Basic Plan and three (3) weeks under the Special Plan. This leave cannot be transferred to the birth mother. The leave may begin no sooner than the week the child or children are born. A woman who is the spouse of the biological mother is eligible to Paternity Leave if she is registered on the birth certificate and if having the child is a common parental project.

24.02 Parental Leave for Part-Time Employees

- a) Every employee who has completed six (6) consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:
- i) subject to clause (b), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of

absence from employment of up to thirty-seven (37) weeks in the fifty-two (52) weeks period beginning on the day on which the child comes into the employee's care and,

- ii) subject to clause (b), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care. For Quebec residents under QPIP, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks under the Basis Plan and twenty-eight (28) weeks under the Special Plan, in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- b) The total amount of leave of absence from employment that may be taken by two employees as parental leave in respect of the birth or adoption of any one child shall not exceed thirty-seven (37) weeks. Under QPIP, and in respect of the birth of any one child, it shall not exceed thirty-two (32) weeks under the Basic Plan and twenty-five (25) weeks under the Special Plan. In respect of adoption of any one child, it shall not exceed thirty-seven (37) weeks under the Basic Plan and twenty-eight (28) weeks under the Special Plan.
- c) When the employee's new born child is born prematurely or is born with, or contracts, a condition that requires hospitalization, within the period that the employee is receiving Employment Insurance benefits or Quebec Parental Insurance Plan benefits, the period of leave without pay pursuant to 24.02 may be interrupted for a period equal to the period during which the child is hospitalized, in accordance with the provisions of the Employment Insurance Act or the Act respecting Parental Insurance in Quebec.

24.03 Maternity/Paternity and Parental Leave for Full-Time Employees

The following applies to all permanent employees, provided the employee has completed six months of full-time, continuous employment with the

National Arts Centre.

24.03.01 Definitions

a) Maternity Leave

Maternity Leave is defined as a leave of absence from employment of up to seventeen (17) weeks. This leave may not begin earlier than eleven (11) weeks prior to the due date and will end not later than seventeen (17) weeks following the actual birth of the child. The total period shall not exceed seventeen (17) weeks. The period of Maternity Leave is indivisible and once started cannot be interrupted.

For Quebec residents under QPIP, Maternity Leave is defined as a leave of absence from employment of up to eighteen (18) weeks. This leave may not begin earlier than sixteen (16) weeks prior to the due date and will end no later than eighteen (18) weeks following the actual birth of the child under the Basic Plan or fifteen (15) weeks under the Special Plan. The total period shall not exceed eighteen (18) weeks. The period of Maternity Leave is indivisible and once started cannot be interrupted.

i) Employment insurance Benefits for Maternity Leave are payable for a maximum of fifteen (15) weeks and the employee may start collecting these benefits up to eight (8) weeks before she is expected to give birth or the week she gives birth.

ii) Quebec Parental Insurance Plan benefits for Maternity Leave are payable for a maximum of eighteen (18) weeks and the employee may start collecting these benefits up to sixteen (16) weeks before she is expected to give birth or the week she gives birth

b) Paternity Leave

For Quebec residents under QPIP, a birth father is entitled to take five (5) weeks of Paternity Leave under the Basic Plan and three (3)

weeks under the Special Plan. ~~This~~ leave cannot be transferred to the birth mother. Paternity benefits ~~may~~ begin no sooner ~~than~~ the week the child or children ~~are~~ born. ~~A~~ woman who is the ~~spouse of the~~ biological mother is eligible to the Paternity Leave if ~~she~~ is registered on the birth certificate and if ~~having~~ the child is a common parental project.

c) Parental Leave

i) ~~Birth~~ Mother

Parental Leave is defined ~~as a~~ leave of absence ~~from~~ employment ~~of~~ up to thirty-five (35) weeks and must be taken immediately following Maternity Leave.

ii) Birth Father

If the birth mother of the new-born child has served the two (2) week waiting period as part of her Maternity/Parental leave, the birth Father need not complete the waiting period; thus Parental Leave is defined ~~as a~~ leave of absence from employment of up to thirty-seven (37) weeks and ~~must~~ be taken within the fifty-two (52) weeks following the child's birth.

iii) ~~For Quebec residents~~ under QPIP, Parental Leave is defined ~~as a~~ leave of absence ~~from~~ employment of up to thirty-two (32) weeks under the ~~Basic~~ Plan or twenty-five (25) weeks under the ~~Special~~ Plan. The total number of ~~weeks~~ of parental benefits can be taken by either parent ~~or shared by~~ both.

iv) Adoptive ~~Parents~~

Parental Leave is defined ~~as a~~ leave of absence ~~from~~ employment of up to thirty-seven (37) weeks to care for an adopted child. The leave of absence may only be taken within the fifty-two (52) weeks from the date the child is placed with the parent.

In any of the above paragraphs i), ii) and iv), the total amount of leave may be shared between either parent but may not exceed thirty-seven (37) weeks.

- a) Employment Insurance benefits for Parental Leave are payable to a maximum of thirty-five (35) weeks and can be claimed by one parent or shared between the two partners, but will not exceed a combined maximum of thirty-five (35) weeks. For Quebec residents under QPIP, benefits are payable to a maximum of thirty-seven (37) weeks under the Basic Plan or twenty-eight (28) weeks under the Special Plan.

- d) Regular earnings

Regular earnings are defined as the gross amount of an employee's regular salary, excluding extra payments such as, but not limited to, any overtime, bonus or premiums, which may be paid to the employee.

24.03.02 Application for Maternity/Paternity Leave and Parental Leave

- a) An employee wishing to take Maternity/Paternity Leave and/or Parental Leave must notify her/his immediate supervisor in writing, at least four (4) weeks prior to the commencement of the leave. The notice must specify the intended duration of the leave and include a certificate from a qualified medical practitioner certifying the pregnancy and specifying the anticipated date for termination of the pregnancy.
 - i) An employee shall give at least four (4) weeks notice in writing to the employer of any change in length of leave intended to be taken.
- b) In the event that both parents are employed by the NAC, and one parent intends to apply for Paternity and/or Parental Leave, both employees must so indicate on the original Maternity/Paternity and/or Parental Leave request.

- c) In order to qualify for benefits under this article, the employee must agree, in writing, to return to work for a continuous period of at least **six (6)** months after the end of her/his **Maternity/Paternity** and/or **Parental Leave**. (See Memorandum of Agreement on page 66).
- d) If, upon their return, the employee does not complete **six (6)** months of continuous employment, they will be penalized in a pro-rated fashion the amount of supplemental employment benefits they received during their leave. The employee will also be required to pay any outstanding benefit premiums and pension contributions.
- e) If the employee wishes to return to work prior to **six (6) weeks** after the termination of the pregnancy, she must submit a medical certificate from a qualified medical practitioner stating that her health will not be impaired by the return to work.

24.03.03 Employment Status During Maternity/Paternity and Parental Leave

- a) Maternity/Paternity and Parental Leave shall be considered as continuous service for purposes of superannuation, vacation leave, severance pay, vacation leave credits and sick leave credits.
 - b) The NAC shall reinstate the employee in the same position as or a position comparable to the one occupied prior to the commencement of the Maternity/Paternity and/or Parental Leave. The employee's salary shall not be reduced if she/he is appointed to a comparable position.
 - c) An employee on Maternity/Paternity and/or Parental Leave will be required to pay his/her normal share of pension contributions under the Public Service Superannuation Act (which includes contributions under the Supplementary Retirement Benefits Act and the Supplementary Death Benefit Plan) for the period of leave. After the employee has returned to work, these contributions will be deducted from the employee's salary in equal bi-weekly instalments over a period equal to the period of leave. The employee has the option to repay the required contribution in a lump-sum payment.
- i) If an employee would like to opt out of the pension plan

they should refer to the Public Service Superannuation Act to access the most up to date rules and regulations.

- d) AU medical, dental insurance and other similar coverages will remain in effect during the period of Maternity/Paternity and/or Parental Leave. The employee is responsible for paying the required premiums either monthly in advance by postdated cheques or bi-weekly by payroll deduction from the supplemental employment benefit paid under this article for the entire period of the leave.

24.03.04 Supplemental Employment Benefits

- a) For the two (2) weeks of Employment Insurance waiting period, the NAC will pay the employee ninety-five percent (95%) of her regular earnings. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums.
- b) For the balance of the Maternity (15 weeks) and Parental leave (10 weeks), to a maximum of twenty-five (25) weeks, the NAC will pay the employee the difference between ninety-five percent (95%) of his/her regular earning and the weekly rate of the Employment Insurance benefits received under the Employment Insurance Act. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums. For Quebec residents under QPIP, for the Maternity Leave (15 weeks), Paternity Leave and Parental Leave combined (10 weeks), to a maximum of twenty-five (25) weeks, the NAC will pay the employee the difference between ninety-five percent (95%) of his/her regular earning and the weekly rate of the Quebec Parental Insurance Plan benefits received under the Act respecting Parental Insurance in Quebec. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums.
- c) If the employee wishes to delay Maternity Leave until after the actual week or the expected week of childbirth, there may be a reduction in the period for which benefits are payable under the Employment Insurance Act. In such an event, supplemental employment benefits will only be paid for the same period for

which EI benefits are paid. **This is also** applicable for employees who **fall** under **the** QPIP.

- d) In **the** event that ~~the~~ employee ~~is~~ entitled to be paid her/his regular earnings **during any part of the period** of Maternity/Paternity and/or Parental Leave, no supplemental employment benefits shall be paid for that **period**.
- e) The employee is responsible for indicating on ~~her~~ Employment Insurance application **form** that ~~she will be covered under~~ the NAC's supplemental employment benefits program.
- f) NAC employees **do** not have **the** right to Supplemental Employment **Benefit** payments except for supplementation of Employment Insurance benefits ~~or~~ Quebec Parental Insurance Plan benefits for **the period specified in this** article.

MEMORANDUM OF AGREEMENT

Between _____ (hereinafter referred to as the "Employee") and the National Arts Centre Corporation (hereinafter referred to as the "NAC").

Whereas the employee wishes to take leave as indicated hereunder (please check one):

- ☐ Maternity Leave;
- ☒ Paternity Leave
- ☐ Parental Leave;
- ☐ Maternity Leave and Parental Leave;
- ☐ Paternity Leave and Parental Leave

and whereas the employee will receive benefits under the provisions of Article 24.03, Maternity, Paternity and Parental Leave Article, the employee agrees to return to work at the conclusion of the approved leave period and to remain at work for a continuous period of at least six (6) months.

Should the employee not return to work for a continuous period of at least six (6) months following the termination of the Maternity/Paternity and/or Parental Leave, the employee agrees to repay the NAC the pro-rated amount of any supplemental employment benefit received during the Leave, any outstanding benefit premiums and pension contributions.

Employee

Human Resources Department
National Arts Centre

Date

Date

24.04 General Conditions

- a) Employees who take a leave of absence for either Maternity/Paternity Leave or Parental Leave as described in Clauses 24.01, 24.02 or 24.03 will, on written request, be informed of every promotion or training opportunity that arises during the period of their absence, for which they are qualified.
- b)
 - i) Upon expiry of the leave period, the employee will be reinstated in the position occupied at the commencement of the leave; or
 - ii) Where for any valid reason, the Corporation is unable to reinstate the employee in the position as stated in 24.04 b) i) the employee will be reinstated in a comparable position, with the same salary and benefits and in the same geographic area.
- c) Should the Corporation undergo organizational changes during the absence of an employee taking leave as described above, and wages and benefits for the group in which the employee works, are changed as a result of this reorganization, the employee on being reinstated under this article will receive the wages and benefits in respect of that employment which the employee would have been entitled to receive had that employee been working when the reorganization took place.
- d) The Corporation will notify the employee in writing of any changes to wages and benefits, as soon as possible.
- e) An employee who takes leave as described above will continue to accumulate seniority during the entire period of the leave.
- f) Time spent on leave granted pursuant to Clause 24.01, 24.02 and 24.03 shall be counted for pay increment purposes.
- g) Maternity/Paternity Leave and Parental Leave will in no way interrupt the employee's service, provided that Corporation policy as specified in this Article, is observed.
- h) The total amount of leave that may be taken by one or two

employees in respect of the same birth shall not exceed fifty-two (52) weeks.

ARTICLE 25 - LEAVE - GENERAL

- a) When the employment of an employee, who has been granted more vacation or sick leave than has been earned, is terminated by death, the employee is considered to have earned the amount of leave with pay granted.
- b) When the employment of an employee, who has been granted more vacation or sick leave with pay than has been earned, is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if, at the time of the lay-off, the employee has completed two (2) or more years of continuous employment.
- c) Employees shall be informed in September of each year of their sick and vacation leave credits. Employees are entitled to an up-to-date total of their credits upon request in the manner set out in advance by their supervisor.
- d) If, at the end of a leave year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day, the entitlement will be increased to the nearest half day.
- e) When employees die or otherwise cease to be employed, they or their estate will be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to their credit by their daily rate of pay at the termination of employment
- f) In the event of termination of employment for reasons other than death or lay-off, the Corporation will recover from any monies owed employees an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of their rate of pay at the time of employment termination.
- g) If an employee becomes :
 - i) entitled to bereavement leave under Clause 23.02; or

- ii) ill and such illness is attested to **by** a physician's certificate. while absent on compensatory or **annual leave**. the employee will have those compensatory or **annual leave** credits restored to the extent of the bereavement or sick leave approved.

ARTICLE 26 • ABANDONMENT OF POSITION

Applicable to Group A Employees:

When **an** employee **is** absent **from** work for five **(5)** consecutive days and fails to report the absence to the superior officer, it shall **be** considered sufficient **cause** for termination.

ARTICLE 27 • SEVERANCE PAY

27.01 Applicable to Group A Employees:

in recognition of length of service and subject to Articles 27.01 g) and h), when employment terminates with the **Corporation**, employees will receive severance benefits calculated on the basis of their weekly rates of pay, as follows :

- a) **Lay-off**
 - i) Full-time employees who have rendered one **(1)** or more **years** of **continuous** service will be entitled to two **(2)** **weeks'** pay for the **first year** of continuous service and one **(1) week's** pay for each additional complete year of continuous service. with a maximum benefit of twenty-eight **(28)** weeks pay.
 - ii) On second or subsequent lay-off, one **(1)** week's pay for each complete year of **continuous** service, with a **maximum** of twenty-seven **(27) weeks** pay.
- b) Notwithstanding paragraph a) i) and ii), severance pay is not payable where the lay-off is **temporary**. that is, a lay-off due to the closing of a facility or reduction of the work force for a period of

three (3) months or ~~less~~. During ~~such~~ temporary lay-off, the Employer shall pay ~~both~~ the employee's share ~~and~~ the Employer's share of costs of group insurance plans and contributions payable pursuant to the Superannuation Act. ~~An~~ employee placed on temporary lay-off status may elect to delay the commencement of the period of the temporary lay-off by taking vacation leave and accumulated compensatory leave ~~credits~~.

c) **Resignation**

This clause applies ~~only to employees~~ employed at the date of ratification (October 17, 1997) of the Collective Agreement.

After completion of ten (10) or ~~more years~~ of continuous service, full time employees who resign will be entitled to severance pay equal to the amount obtained by multiplying one-half ($\frac{1}{2}$) of their weekly rate of pay on resignation, by the number of completed years of continuous service to a maximum of twenty-six (26) weeks.

d) **Retirement**

- i) On retirement, when full-time employees are entitled to an immediate annuity under the Public Service Superannuation Act or are entitled to an annual allowance under ~~the~~ Public Service Superannuation Act;

or

- ii) in the case of part-time employees, who regularly work ~~more~~ than thirteen and one-half ($13 \frac{1}{2}$) but less than thirty (30) hours a week, and ~~who~~, if they were contributors under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if they were contributors under the Public Service Superannuation Act,

one (1) week's pay for each completed year of continuous service with a maximum of twenty-eight (28) weeks' pay.

e) Death

If a full-time employee ~~deceases there~~ shall be paid to their estate one **(1) week's** pay for each complete year of continuous service, to a maximum of twenty-eight **(28) weeks**, regardless of other payments.

f) Release for incapacity

On release for incapacity, full time employees, on termination of their employment, shall be entitled to severance pay of one **(1) week's** pay for each year of continuous service with a maximum benefit of twenty-eight **(28) weeks'** pay.

g) For the purpose of severance pay, part-time employees' years of part-time ~~continuous service are~~ proportionally reduced by the difference between the weekly hours effectively worked on a part-time basis, and the normal weekly scheduled hours of a full-time employee. The weekly rate of pay is the weekly rate of pay he/she receives on the termination of his/her employment, adjusted to the full-time weekly rate of pay.

h) Maximum severance benefits

Severance benefits payable to employees under this article shall be reduced by any period of continuous service in respect of which the employee was already granted any form of severance pay.

i) Rejection on Probation

On rejection on probation, when employees have completed more than one **(1) year** of continuous service, and cease to be employed by reason of rejection during a probationary period, they will be entitled to one **(1) week's** pay for each complete year of continuous service with a maximum benefit of twenty Seven **(27) weeks**.

27.02 Applicable to Group B Employees:

Under the following circumstances and subject to Clause 27.02 h), a continuing employee shall receive severance benefits calculated on the basis of their weekly rates of pay:

a) **Lay-off**

- i) On first lay-off, **two (2)** week's pay for the **first** year of continuous service with the Corporation and one (1) week's pay for each additional complete **year** of continuous service with a maximum benefit of twenty-eight **(28) weeks**.
- ii) **On** second or subsequent lay-off, one **(1)** week's pay for each complete year of continuous service with the **Corporation** with a maximum of twenty-seven **(27) weeks**

- b) Notwithstanding paragraph a) i) and ii), severance pay is **not** payable where the lay-off is temporary, that is, a lay-off due to the closing of a facility or **reduction of the work force** for a period of **three (3)** months or less. During a temporary lay-off, the Employer shall pay both the employee's **share** and the Employer's **share** of **costs** of group insurance plans and contributions payable pursuant to the **Superannuation Act**. **An** employee placed on temporary lay-off status **may** elect to delay the commencement of the **period** of the temporary lay-off by taking **vacation leave** and **accumulated** compensatory leave **credits**.

c) **Resignation**

On resignation with ten (10) or more years of continuous service, one-half (1/2) week's pay for **each** completed **year** of continuous service with a maximum pay benefit of thirteen **(13) weeks**.

This clause is applicable only to the following persons currently employed:

VACHON, Sylvie
PICARD, Charles
TRÉPANIER, Pierre

d) Retirement

On retirement, ~~when~~ a continuing employee is entitled to ~~an~~ immediate annuity under the term of the **Public Service Superannuation Act**, or is entitled to ~~an annual~~ allowance ~~under the same Act~~. one (1) week's pay for ~~each year~~ of continuous service with a maximum of twenty-eight (28) weeks.

e) Death

If a continuing employee dies, ~~there~~ shall be paid to his/her estate, one (1) week's pay for each year of continuous ~~service to a~~ maximum ~~of twenty-eight (28) weeks~~. ~~regardless of any other~~ benefit payable.

f) Rejection on Probation

When an employee is ~~transferred from another~~ bargaining unit and is subsequently ~~rejected~~ during the probation period and terminated from the Corporation, one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.

g) Termination for Incapacity

On termination for reasons of incapacity, one (1) week's pay for each complete year of continuous service. with a maximum benefit of twenty-eight (28) weeks.

h) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous service in respect of which

the employee ~~was~~ already **granted** severance pay, ~~retiring~~ leave or cash gratuity in lieu of ~~retiring~~.

ARTICLE 28 - JOINT CONSULTATION

- 28.01** To facilitate discussions on matters of mutual interest outside the terms of ~~this~~ Collective Agreement, the parties to ~~this~~ Agreement shall establish a Joint Consultation **Committee**. Representation ~~at such meetings~~ will be limited to ~~four (4) representatives of~~ the Corporation and four **(4)** representatives of the employees at least one of whom shall be an officer of the **Alliance**. Meetings will be held at the request of either party.
- 28.02** Meeting of these **Committees** will be held ~~on~~ the Employer's premises and ~~without~~ loss of pay. Meetings of the Committee shall be held when ~~necessary as~~ mutually agreed upon. Either party may ~~request~~ in writing, a meeting of the Joint Consultation **Committee** and such meeting will be held within **two (2) weeks** of the **request**
- 28.03** Consultation may take place for the purpose of providing information, discussing the application of policy, ~~or~~ airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or **jurisdiction**, nor shall any commitment made be construed as to alter, amend, add to or modify the **terms** of ~~this~~ Agreement.
- 28.04** The Employer may ~~make~~ available to the Alliance, upon written request, non-confidential information ~~such as~~ job descriptions of positions in the bargaining unit, job classifications, wage rates, pension and ~~welfare~~ plans and other technical information ~~as~~ might ~~pertain~~ to the bargaining unit.

ARTICLE 29 - SAFETY AND HEALTH

- 29.01** The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. **The Employer will welcome** suggestions ~~on~~ the subject ~~from~~ the Alliance and the parties undertake to consult with a view to adopting and expeditiously ~~carrying~~ out reasonable procedures and techniques designed or intended to prevent or ~~reduce~~ the risk of employment injury.
- 29.02** For the duration of this Collective Agreement a Joint Workplace Health and Safety Committee will ~~be maintained~~ for the National Arts Centre.

- 29.03 a) The Corporation shall post in locations accessible to employees the names, work locations and telephone extension numbers of the members of the Joint Workplace Health and Safety Committee.
- b) The Joint Workplace Health and Safety Committee shall post the minutes of their meetings within twenty days of the approval of such minutes and shall also post first aid information.

ARTICLE 30 - EMPLOYEE' S FACILITIES

30.01 The Corporation shall provide the following Conveniently located facilities which may be shared with others :

- a) lunch room;
- b) change room with individual lockers;
- c) shower room.

The employees shall maintain orderly conditions of the facilities mentioned in Article 30.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities.

ARTICLE 31 - EMPLOYEE APPAREL AND EQUIPMENT

The Corporation shall provide all necessary tools and equipment required by employees in the performance of their duties.

- 31.01 a) Employees shall wear safety equipment provided by the Employer during their working hours.
- b) Employees in the bargaining unit shall wear the uniform provided by the Employer during their working hours.
- c) Employees in the bargaining unit shall be provided with a belt by the Employer.
- 31.02 a) The Corporation will provide uniforms for each General Maintenance and General Trades employee to the following extent :
- i) five (5) serviceable pairs of trousers;
- ii) five (5) serviceable shirts - each year.

b) The Corporation may provide uniforms for each parking employee to the following extent:

- i) ~~For~~ full-time employees - five (5) serviceable short-sleeved polo shirts;
- ii) ~~For~~ full-time employees - five (5) serviceable long-sleeved polo shirts;
- iii) For part-time employees - three (3) serviceable short-sleeved polo shirts;
- iv) For part-time employees - three (3) serviceable long-sleeved polo shirts;
- v) For full-time and part-time employees - two (2) serviceable pairs of trousers.

Parking employees will wear dress clothes during special events. Seasonal black pants (winter and summer) and white dress shirts will be purchased through the NAC or employees may select to purchase black pants. Approved purchases of similar value to the NAC supplied dress pants will be fully reimbursed.

c) The Corporation will provide to each Security Officer:

- i) two (2) sweaters, two (2) pairs of trousers, two (2) ties and four (4) shirts and one (1) pair of safety shoes;

The Corporation will also make available:

- ii) three (3) winter coats and three (3) rain coats shall be supplied in appropriate sizes.

d) All articles of clothing and footwear may only be worn by each employee to and from their place of work and while on duty and shall remain the property of the National Arts Centre.

e) It shall be the responsibility of the Corporation to clean, launder and maintain all clothing issued

f) ~~The~~ Corporation will also provide for ~~use as~~ required :

- i) ~~hard hats;~~
- ii) ~~protective eye wear;~~
- iii) ~~coveralls/smocks;~~
- iv) ~~rubber boots;~~
- v) ~~rain coats;~~
- vi) ~~gloves;~~
- vii) ~~flashlights;~~
- viii) ~~safety footwear.~~
- ix) ~~safety vests.~~

g) The parties must ~~agree on~~ the quality and the type of uniform to be worn ~~with~~ due consideration for issues of safety, ~~cost~~, consistency and presentation ~~to~~ the public.

ARTICLE 32 – GROUP INSURANCE AND PENSION

32.01 The application of the ~~present~~ Group Insurance and Pension benefits ~~shall~~ continue in respect of the full-time continuing employees under ~~this~~ Agreement.

32.02 The ~~Centre~~ agrees ~~to provide~~ to full-time continuing employees the same dental plan ~~as provided by the Centre to its non-union staff~~. Such plan ~~to be~~ paid for by the ~~Centre~~ and shall be effective date of signing.

32.03 The parties share ~~an~~ interest in containing their ~~respective~~ liabilities in accordance with the ~~current~~ cost-sharing arrangement. Notwithstanding 32.01, the parties may agree to change the provisions in the plan. In the event that ~~a~~ group insurance ~~plan experiences unforeseen or unusual costs~~, the parties ~~agree to meet~~ forthwith and make every reasonable effort to restore the plan costs ~~to a reasonable level and to maintain the provisions of the plan at or near their current level~~.

In the event that ~~the parties are~~ unable to reach ~~an agreement to reduce the plan costs~~, the Employer shall implement the Alliance's proposal provided that, ~~the increase in cost to the Employer, if any, shall be Limited to the increase that it would agree to pay for its non-union full-time employees and provided that the Employer's insurance carrier agrees to administer such proposal~~. In no case shall the Employer's financial contribution to the plan

be less than its current (February 28, 1994) contribution level.

For purposes of the above-mentioned consultation, the Alliance will be represented by a staff officer and a technical advisor from the Public Service Alliance of Canada and two employee representatives selected by PSAC, Local 70291.

Applicable to Group A Employees:

- 32.04** The Employer shall provide each employee who contributes to the Public Service Superannuation Plan with a detailed statement of pension contribution and estimated entitlement on an annual basis. Official quotes will remain the responsibility of the pension plan administrator (Public Works and Government Services).

ARTICLE 33 - POSTING OF NOTICES

- 33.01** a) The Corporation agrees to make reasonable space available for the posting of notices by the Alliance. Such notices must, however, be approved for posting by the Manager or his/her designate responsible for the work area in which the bulletin board is located.
- b) In addition, the employer agrees to provide additional space (32" x 42") on the main bulletin board area for the posting of notices by the Alliance. Should the employer decide to remove the main bulletin board during the life of the agreement, consultation will be held with the Union on the matter.

ARTICLE 34 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 34.01** When a formal review of an employee's performance is made, the employee shall be given the opportunity to sign the review form in question to indicate that its contents have been read and explained and shall be given a copy of the final document
- 34.02** Upon written request of an employee, the personnel file of that employee will be made available for examination in the presence of an authorized representative of the Employer.
- 34.03** a) When an unsatisfactory report other than a formal review of an employee's performance and formal disciplinary notice, is placed

on an employee's file, ~~the~~ employee concerned must be given the opportunity to sign the report in question to indicate that its contents have been read and explained.

- b) Such unsatisfactory reports which appear in an employee's file will be removed ~~from~~ that file and destroyed after a period of ~~eighteen~~ (18) months ~~from~~ the date on the unsatisfactory report. The incidents giving rise to the unsatisfactory report shall in no way be referred to or considered thereafter.

34.04 Where work orders are used and must be signed by a supervisor on completion of the work, employees, upon written request, shall be given access to the file of their work orders.

ARTICLE 35 - PARKING

- 35.01**
- a) Employees shall be allowed the staff preferred parking rate by the National Arts Centre.
 - b) The Employer will provide one (1) parking spot, at no cost to the employee, from 24:00 to 8:00 Monday to Friday and 24:00 to 12:00 Saturday and Sunday for Data Control employees working the night shift.
- 35.02** The Corporation shall designate six (6) parking spaces for part-time Parking Services employees. These spaces will be made available without charge provided employees:
- a) use the spaces only when they are reporting for work (including when required to work a day shift).
 - b) using the spaces follow the rules and regulations set by the Corporation regarding their use.
- 35.03** Where the Corporation has requested that employees use their own cars on NAC business, the employee shall be reimbursed in accordance with NAC policy.
- 35.04** Applicable to Group A and Group B Employees:
- The Employer confirms that it will not increase the employees preferred parking rate beyond 7.5% per calendar year. It is understood that the parking rate shall at no time exceed the preferred parking rate offered to

~~other~~ employee groups within the Centre.

ARTICLE 36 – JOBClassification and RECLASSIFICATION

36.01 a) Employees shall be provided with a copy of their job descriptions.

b) The Employer shall post and maintain an organization chart that is accessible to employees.

36.02 Applicable to Group A Employees:

- a) When the duties in any position ~~are~~ significantly decreased, increased or changed or where employees feel their position is incorrectly classified, or when a position not covered in Appendix "A" is established during the term of ~~this~~ Agreement, the rates of pay shall be subject to negotiations between the Employer and the Alliance.
- b) if the parties ~~are~~ unable to agree on the reclassification and/or rates of pay of the position in question, such dispute shall be submitted to grievance and arbitration. Any rate or change of rate shall become retroactive to the time the grievance was filed or the new position was established.
- c) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to sub-clause 36.02 c) ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
 - i) The Employer will make reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
 - ii) In the event that an incumbent declines an offer of transfer to a position as in i) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

36.03 Applicable to Group B Employees:

- a) No Elimination ~~of~~ Present Classification

~~Existing~~ classification shall not be eliminated without prior consultation ~~with~~ the Alliance.

- b) **Changes in Classification**

When the duties in any classification ~~are~~ changed or ~~increased~~, or where the Alliance and/or an employee feels he/she is unfairly or ~~incorrectly~~ classified, or when a position not covered in Appendix "A" is established during ~~the term of this Agreement~~, the rate of pay ~~shall~~ be subject to negotiations between the Employer and the Alliance. If the parties ~~are~~ unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be ~~submitted to~~ grievance and arbitration. ~~The new~~ rate shall become retroactive to the time the change ~~was~~ established.

ARTICLE 37 – JOB POSTING AND PROMOTIONS

- 37.01** Competition posters pertaining to this Agreement will be placed on the bulletin boards in the General Maintenance, General ~~Trades~~, Parking Services and Security areas for a period of not less than **ten (10)** calendar days and shall indicate the position title, qualifications (e.g., education, knowledge and skills), whether shift work is **required**, and the **salary range** or wage ~~rate~~.

37.02 Union Notification

The local ~~shall~~ be informed in the **writing** of all appointments, transfers, lay-offs, recalls and terminations of employment.

37.03 Applicable to Group A Employees:

- a) The Employer ~~shall~~ not make appointments from outside to any position ~~within~~ Group A when employees possess all of ~~the~~ essential requirements for the position.

- b) Where, in a Corporation competition for positions in Group A, two or more candidates are considered by the Corporation to be qualified, seniority with the Corporation shall govern. It is understood that the employee will be entitled to grieve management's decision relating to the equality of the candidates.
- c) Qualified candidates for the positions in Group A will be considered in the following preference:
 - i) Full-time continuing employees who were laid-off;
 - ii) Part-time employees who were laid-off;
 - iii) Continuing full-time employees;
 - iv) Part-time employees.

The preference mentioned above must not result in giving a promotion to a laid-off employee.
- d) Consideration for promotion may be given to the senior applicant from within Group A who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.
- e) Where no qualified candidate can be found, an appointment may be made below the minimum of the position. Such employees will be given a reasonable time to qualify. If the employee is found to be unsatisfactory and was previously in Group A the provisions of clause 37.03 d) shall apply.
- f) In the event extra help is required, other than for overtime, qualified part-time employees shall normally be offered more hours before new part-time workers are hired.

ARTICLE 38 – NO HARASSMENT/NO DISCRIMINATION

No Harassment

- a) Every person who is an employee has a right to freedom from

harassment in the workplace by anyone because of race, religion, national origin, colour, ethnic origin, age, a criminal conviction for which a pardon has been granted, marital status, sex, sexual orientation, family status or disability.

- b) All employees have the right to freedom from personal harassment and workplace violence. Personal harassment is unsolicited behaviour which is directed at or is offensive to another individual. It includes threats, gestures, innuendo, remarks, slurs and taunting.

No Discrimination

There shall be no discrimination with respect to an employee by reason of race, religion, national origin, colour, ethnic origin, age, a criminal conviction for which a pardon has been granted, marital status, sex, sexual orientation, family status, or disability.

ARTICLE 39 – APPRENTICESHIP PROGRAM - OPERATIONS

The parties agree to implement an Apprenticeship Program in order to ensure a succession planning for the Trades positions in Operations. There may be up to two (2) Apprentice positions referred to as "Trades Apprentices". The salary for the Trades Apprentice position shall be as indicated in Appendix "G".

The Employer shall post the Trades Apprentice positions as per the Collective Agreement. The position shall be open to all members of the PSAC bargaining unit. The successful candidate will be chosen as stated in the Collective Agreement. Failing to find a successful candidate, the position will be open to all employees within the National Arts Centre, and if necessary, advertised externally thereafter.

Trade(s) Apprentice(s) Will be trained in the trade(s) specified by the Employer and on the Data Control Board for replacement during leaves.

The Employer will coordinate the application of the program offered by the "Ontario Training and Adjustment Board" and will monitor the hours required for each trade.

The Trade(s) Apprentice(s) will abide by the regulations set by the Ontario Apprenticeship Training Standards, and will be subject to the successful completion of the assessment test administered by the Ontario program. **before being** accepted to the program. Any cost related to the test is the responsibility of the Trade(s) Apprentice(s).

The Employer will supply required tools for the trade, for the length of the program; however all books and related materials for school will be the responsibility of the apprentice. Regardless of the location of the **course(s)**, it remains the responsibility of the apprentice to provide his or her own transportation and accommodation.

While attending **prescribed courses**: the employee will continue to accumulate **seniority** and continuous **service** will not be interrupted for the purpose of severance calculation. The Employee will be responsible for his or her **share** of costs of benefits plans in which they are enrolled. The Employer shall continue to contribute the Employer's share of the **costs** of **maintaining** the benefits. **The** employee's **share** of the **costs** of the benefits shall be made as follows: a) for insurances: by post-dated cheques payable to the NAC and **submitted** prior to attending a course: b) for Superannuation and Death Benefit: paid **after** the completion of a course in **equal** instalments deducted from **salary** over the same period of time as the length of the course.

The **Union** and the Employer agree that the primary **objective** of the employment **equity** is to ensure that the labour force within the **bargaining** unit is a reflection of the composition of the Canadian population, subject to the availability of required skills.

The Apprentice will commit to working for the Employer for **three (3) years** upon the successful completion of his/her apprenticeship. In the event that he/she **does not complete** the **three (3) years** of **service**, the employee **agrees** to repay the NAC the pro-rated amount of any supplemental benefit **received** during the apprenticeship program. in addition to any **outstanding** benefit premiums and pension contributions.

COMPENSATION DURING THE FIVE (5) YEAR APPRENTICESHIP PROGRAM SHALL BE AS FOLLOWS:

if a member of the bargaining unit is the successful candidate, his or her first year salary as Trades Apprentice shall be equal to his or her regular salary in his or her previous position within the bargaining unit but not more than the third year salary of the apprentice program. The apprentice's salary will be adjusted each subsequent year of the program as shown in Appendix "G".

ARTICLE 40 – PAY

40.01 Employees are entitled to be paid in accordance with the pay rates specified in Appendix "A" of the Agreement.

40.02 Payment shall be made every two weeks directly into the employee's bank account.

40.03 Applicable to Group A Employees:

- a) The Corporation shall make every reasonable effort to pay employees by Thursday.
- b) Acting Pay
 - i) When Property Management employees are required by the Employer to perform the duties of a higher classification level position on an acting basis, for a shift, such employees shall be paid as if they had been appointed to the higher level position.
 - ii) An employee listed in Appendix "A" of this collective agreement who replaces another employee in Appendix "A" will step up to the rate of pay of the person they are replacing. It is understood that this shall result in no extra cost to the NAC and no loss in the employee's regular rate of pay.
 - iii) When Parking Services employees are required to perform the duties of a higher classification level position for a shift they shall be paid the rate of that higher classification

level position for that shift.

- iv) When opportunities ~~to perform~~ the duties of a higher level classification in **Parking Services** ~~become~~ available on a **acting** basis, they shall ~~be~~ offered ~~on the~~ basis of seniority ~~to~~ available. trained employees ~~in~~ the following descending order: **lead** hand, cashier, attendant.
- v) **The** rates of pay in Appendix "A" of ~~this~~ Agreement shall apply retroactively ~~to~~ all employees. **Retroactivity** shall apply to all **hours worked** including overtime hours. Every reasonable effort will ~~be made~~ to pay all retroactivity within thirty (30) **days of the signing of** the Collective Agreement

ARTICLE 41 – PRECEDENCE OF LEGISLATION

- 41.01 In the event that any ~~law~~ passed applying to employees covered by ~~this~~ Agreement renders null and void any ~~provision~~ of the Agreement, the remaining provisions of ~~the~~ Agreement shall remain ~~in effect~~ for the term of the Agreement.

ARTICLE 42 – DURATION

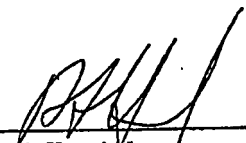
- 42.01 The parties agree that this Agreement shall be effective until December 31, 2011 inclusively and thereafter ~~from year~~ to year unless written notice of intention to negotiate is given by either party to the ~~other~~ within the period ~~of three (3) months~~ immediately preceding the expiry date ~~of this~~ Agreement.

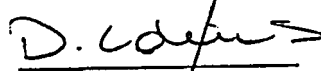
42.02 This agreement may be amended by mutual consent.

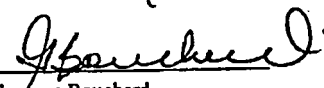
This agreement made in _____ copies and signed the 30th day of June 2011.


FOR THE NATIONAL ARTS
CENTRE CORPORATION


FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA

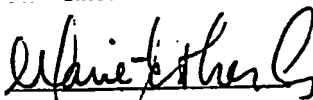


Peter A. Herndorf

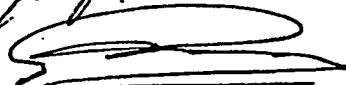
Debbie Collins

Georges Bouchard

James MacNeil


M. i Chebbo

Marie-Esther Caron

Pierre Arépanier

Richard Ransom

Robert Lacroix

Harry Rousseau

Gaby Levesque

APPENDIX "A" - RATES OF PAY

Applicable to Group A Employees

Level	Job Title		Salary Ranges		
			-1-	-2-	-3-
io.	Instrumentation Technician	1 Jan. 11	cta	\$ 64,848	\$ 69,517
9.	Electrician	1 Jan. 11	cta	\$ 61,143	\$ 65,618
8.	Assistant Instrumentation Technician Welder/Mechanic Plumber/Mechanic Mechanic Mechanic/Operator chief Operating Engineer	1 Jan. 11	n/a	\$ 55,851	\$ 60,049
7.	Carpenter/Painter 4* Class Stationary Engineer	1 Jan. 11	\$ 51,085	\$ 52,359	\$ 56,400
6.	Cabinet Maker	1 Jan. 11	\$ 50,183	\$ 51,436	\$ 55,404
5.	Operator/Trades Assistant Upholsterer/Repairer Painter	1 Jan 11	\$ 48,395	\$ 49,598	\$ 53,470
4.	General Maintenance Worker/ Lead Hand Facility Maintenance Worker	1 Jan. 11	\$ 44,425	\$ 45,442	\$ 47,480
3.	General Maintenance Worker/ Window Washer	1 Jan 11	\$ 41,740	\$ 42,758	\$ 44,796
2.	General Maintenance Worker	1 Jan. 11	\$ 39,951	\$ 40,969	\$ 43,006
1.	Labourer (temporary)	1 Jan. 11	\$ 14.82/hour		
	Cleaner	1 Jan. 11	\$ 16.22/hour		

Employees shall **progress** through the step system annually effective **the first pay period** following the completion of **each year's service** until the **maximum of their range has been reached**.

When one or more employees perform **work as an assistant** window washer, they will receive a premium of **\$0.45** per hour for the amount of hours worked in **this** function.

Parking Attendants and Cashiers

- | | | | |
|----|--|-----------|----------------------|
| a) | Continuing full-time
and part-time
Lead Hand (weekday, day time) | 1 Jan. 11 | \$ 22.18/hour |
| b) | Continuing full-time
and part-time
Lead Hand | 1 Jan. 11 | \$ 21.10/hour |
| c) | Continuing full-time
and part-time
Cashiers | 1 Jan. 11 | \$ 19.31/hour |
| d) | Part-time Parking
Attendants (over
200 hours worked
for the Corporation) | 1 Jan. 11 | \$ 14.32/hour |
| e) | Parking Attendants
(up to 200 hours worked
for the Corporation) | 1 Jan. 11 | \$ 12.49/hour |

Lead hands on evenings and weekends shall be appointed by the Employer on as needed ~~basis~~ and will be compensated at the lead hand rates.

Applicable to Group B Employees- Security Officers

	Step 1	Step 2	step 3
1 Jan. 2011	\$ 18.46	\$ 21.32	\$ 21.79

Except as provided for in the collective agreement, the provisions of the collective agreement apply at the date of ratification of the collective agreement.

The Security Officer performing payroll and scheduling duties will receive a premium of \$2.00 per hour on top of his/her regular rate of pay.

APPENDIX "B"

Applicable to Group A and B Employees

Date_____

**National Arts Centre
P.O. Box 1534
Station "B"
Ottawa, Ontario
K1P 5W1**

Dear Sir/Madam:

This will authorize you ~~to deduct~~ such amount *from* my *salary* as may be authorized by the ~~Union~~ and to forward this amount on my behalf to the Public Service Alliance of Canada.

I ~~am~~ sending you this ~~letter~~ in duplicate, one copy for your files and one copy to be returned to the Public Service Alliance with *the* deduction.

Yours very truly,

(Employee's Signature)

Please print employee's name

I APPENDIX "C"

Applicable to Group A Employees

general Maintenance Worker

Sample work schedule:

Monday to Friday	6:00 am to 2:30 pm
	7:30 am to 4:00 pm
	3:00 pm to 11:00 pm

When necessary, two (2) general maintenance workers will be assigned to cleaning the garage on a night shift (0h to 8:30 am). Each change in scheduling will be for a minimum period of five (5) days, from Monday to Friday, and will be posted five (5) working days prior to the scheduled dates. This paragraph only applies from December 1" to March 31" of each fiscal year.

APPENDIX "D" / ANNEXE D »

Applicable to Group A Employees / Applicable aux employé-e-s du groupe A

CONTROLBOARD ATTENDANT/ OPÉRATEUR, OPÉRATRICE

SAMPLE - WORKING SCHEDULE / ÉCHANTILLON DE L'HORAIRE DE TRAVAIL

	L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU
24:00-08:00	1	1	1	1	1	(1)	(1)		2	2	2	2	2	(2)	(2)		3	3	3	3	3	(3)	(3)		4	4	4	4	4	(4)	(4)
08:00-16:00	-	4	4	4	4	-	-		-	1	1	1	1	-	-		-	2	2	2	2	-	-		-	3	3	3	3	-	-
16:00-24:00	3	3	3	3	3	3*	3*		4	4	4	4	4	4*	4*		1	1	1	1	1	1*	1*		2	2	2	2	2	2*	2*
Days of rest Not scheduled/ Jours de repos Non prescrits à l'horaire	2	2	2	2	2	2	2		3	3	3	3	3	3	3		4	4	4	4	4	4	4		1	1	1	1	1	1	1

12 HOUR SHIFTS / PÉRIODE DE TRAVAIL DE 12 HEURES CODE:

- () 24:00 to 12:00 - Day of rest / Jour de repos
 * 12:00 to 24:00

Employee / Employé-e #1

Employee / Employé-e #2

Employee / Employé-e #3

Employee / Employé-e #4

APPENDIX "E" / ANNEXE E

Applicable to Group A Employees / Applicable aux employé-e-s du groupe A

ELECTRICIANS / ÉLECTRICIENS, ÉLECTRICIENNES

SAMPLE - WORKING SCHEDULE / ÉCHANTILLODEL'HORAIRE DETRAVAIL

	L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU		L M	M TU	ME WE	J TH	V FR	S SA	D SU
7:00-16:00	3	3	3	3	3				4	4	4	4	4				1	1	1	1	1				2	2	2	2	2		
7:00-16:00	2	2	2	2					3	3	3	3					4	4	4	4					1	1	1	1			
7:00-16:00	4	4	4	4	4				1	1	1	1	1	1			2	2	2	2	2				3	3	3	3	3		
16:00-24:00	1	1	1	1	1	1	*		2	2	2	2	2	2	*		3	3	3	3	3	3	*		4	4	4	4	4	4	*

Employee / Employé-e #1

Employee / Employé-e #2

Employee / Employé-e #3

Employee / Employé-e #4

*Unscheduled – Call Out Duty/

*Non prescrit à l'horaire – Rappel au besoin

APPENDIX "F" / ANNEXE « F »

Applicable to Group B Employees / Applicable aux employés-e-s du groupe B

WEEK 1							
	SUN/DIM	MON/LUN	TUES/MAR	WED/MER	THURS/JEU	FRU/VEN	SAT/SAM
24-08	9	9	6	6	6	6	6
	5	5	5	5	5	9	9
8-16	8	8	1	1	1	1	1
	2	2	2	2	2	8	8
	7	7	4	4	4	4	4
16-24	3	3	3	3	3	7	7
SAMPLE SECURITY SCHEDULE/HORAIRE MODÈLE							

To be implemented only after consultation with the Union in accordance with 15.03 c). / Éfectif seulement après consultation avec l' Alliance conformément à l' Article 15.03 c).

Dated November 23, 1998/Daté du 23 novembre 1998.

APPENDIX “G”

Salary -Trades Apprentice:

First year of apprenticeship	75% of the entry level of the trade being trained for
Second year of apprenticeship	80% of the entry level of the trade being trained for
Third year of apprenticeship	85% of the entry level of the trade being trained for
Fourth year of apprenticeship	90% of the entry level of the trade being trained for
Fifth year of apprenticeship	95% of the entry level of the trade being trained for
Successful completion~ licensed tradesperson: entry level salary of that trade.	

MEMORANDUM OF AGREEMENT

Between

The National Arts Centre Corporation

And

The Public Service Alliance of Canada.

Applicable to Group B Employees

RE: Rock and Similar Performances

Upon request of the Security Officer scheduled to work that particular performance, the Employer may schedule an additional Security Officer to assist in crowd control in cases where unruly conduct is foreseen.

Signed at Ottawa this 30th day of June, 2011.

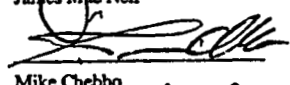
FOR THE NATIONAL ARTS
CENTRE CORPORATION

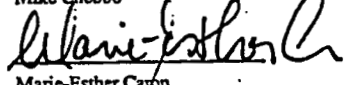

Peter A. Herndorf


Debbie Collins


Georges Bouchard

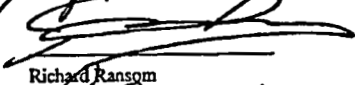

James Mac Neil


Mike Chebbo


Marie-Esther Cayon

FOR THE THE PUBLIC SERVICE
ALLIANCE OF CANADA


Pierre Arpanier


Richard Ransom


Robert Lacroix


Larry Bousquet


Gaby Lévesque

MEMORANDUM • Taxi Vouchers

Applicable to Group A and B employees

As a gesture of goodwill the Corporation will make taxi vouchers available to employees for use under the following circumstances:

- a) in the event of an emergency, or
- b) if as a result of operational requirements he/she has worked beyond midnight, missed his/her last bus ride and there are no other available means of getting home.

Misuse will be cause for discipline and may result in the withdrawal of this privilege. Employees are required to inform the supervisor on duty during the course of their work period of the anticipated need for a taxi voucher. A taxi voucher may be obtained from stage door but only when the Management Representative is not on duty.

The voucher is only intended to cover the cost of the fare and not a gratuity.

In exchange for the voucher you are required to complete the following:

I, (Name) _____, have been issued a taxi voucher. no: _____ on (Date) _____ at (Time) _____ for the purpose of getting home.

Employee's Signature

Management Representative Signature

MEMORANDUM OF AGREEMENT

Applicable to Group A employees

1. The National Arts Centre Corporation agrees that effective January 1, 1990 union dues shall be recorded on T-4 slips.
2. The Union and the Corporation agree that the primary objective of employment equity is to ensure that the labour force within the bargaining unit is a reflection of the composition of the Canadian population, subject to the availability of required skills.

FOR THE NATIONAL ARTS
CENTRE CORPORATION

Debbie Collins

Georges Bouchard

James Mac Neil

Mike Chebbo

Marie-Esther Caron

FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA

Pierre Tremblay

Richard Ransom

Robert Lacroix

Larry Rousseau

Gaby Lévesque

LETTER OF UNDERSTANDING

Between

The National Arts Centre

And

The Public Service Alliance Of Canada, Local 70291 -

Property Management And Parking Services Employees

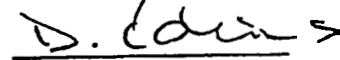
There will be no loss or reduction of employment prior to December 31, 2007, of any bargaining unit employee as a result of the privatization of the Property Management and Parking Services.

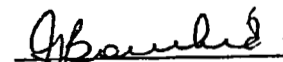
The NAC undertakes to *make* known to the Union plans for any major change to the organizational structure of the operations of the garage or property maintenance involving the privatization or contracting out of these operations to a *third* party. The Joint Consultation process set out in Article 28 will be *used* by the parties and the NAC undertakes to give consideration and respond to any comments of the Union before implementing any such proposals.

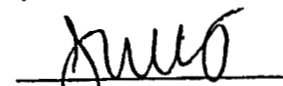
Signed this 30th day of June, 2011.

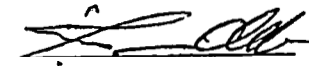
FOR THE NATIONAL ARTS
CENTRE CORPORATION



Peter A. Herrndorf

Debbie Collins

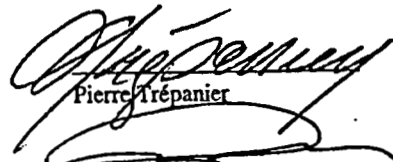
Georges Bouchard

James Mac Neil

Mike Chebbo


Marie-Esther Cayan


FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA

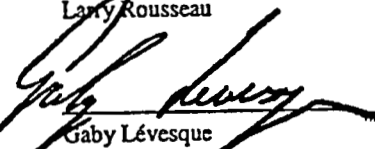


Pierre Trépanier

Richard Ransom



Robert Lacroix

Larry Rousseau

Gaby Lévesque

LETTER OF AGREEMENT

Between

The National Arts Centre Corporation

and

The Public Service Alliance of Canada

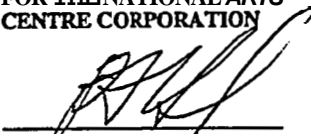
Applicable to Group B employees

RE: TRAINING

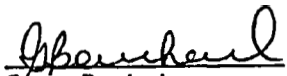
The Employer undertakes to train new employees so that they are fully qualified to perform the duties of their position.

Signed at Ottawa this 30th day of June, 2011.

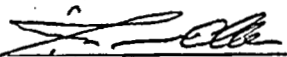
**FOR THE NATIONAL ARTS
CENTRE CORPORATION**

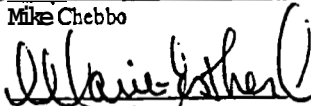

Peter A. Herndorf


Debbie Collins


Georges Bouchard

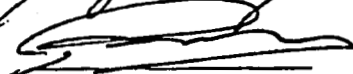

James Mac Neil


Mike Chebbo



Marie-Esther Caron

**FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA**


Pierre Trapanier


Richard Ransom


Robert Lacroix


Larry Rousseau


Gaby Lévesque

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